

635



Town of Lancaster

TOWN PLANNING BOARD

21 Central Avenue
LANCASTER, NEW YORK 14086

September 6, 2017

Planning Board Members:

Neil Connelly, Chairman
Rebecca Anderson
Anthony Gorski
Joseph Keefe
Lawrence Korzeniewski
Kristin McCracken
Melvin Szymanski

Town Board Members:

Johanna Coleman, Supervisor
John M. Abraham, Jr.
Dawn Gaczewski
Ronald Ruffino, Sr.
Matthew Walter

Engineering Consultant:

Robert Harris, Wm. Schutt & Associates

Town Attorney:

Kevin E. Loftus

Town Highway Superintendent:

Daniel J. Amatura

Building & Zoning Inspector:

Matthew Fischione

Gentlemen/Ladies:

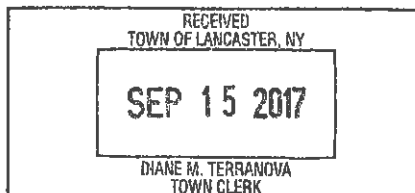
Enclosed is a draft copy of the minutes of a meeting of the Planning Board of Lancaster which was held September 6, 2017. Please review it for errors and completeness. These minutes will not become final until approved at a subsequent Planning Board meeting, and may be amended before approval.

Sincerely yours,

Neil R. Connelly
Planning Board Chairman

NRC:cm

Encl.



A meeting of the Planning Board of the Town of Lancaster, Erie County, New York was held at the Lancaster Town Hall, 21 Central Avenue, Lancaster, New York, on the 6th day of September 2017 at 7:00 P.M. and there were present:

PRESENT: Neil Connelly, Chairman
Rebecca Anderson, Member
Anthony Gorski, Member
Joseph Keefe, Member
Lawrence Korzeniewski, Member
Kristin McCracken, Member

EXCUSED: Melvin Szymanski, Member

ABSENT: None

ALSO PRESENT: None

Town Board Members: John M. Abraham, Jr.

Other Elected Officials: None

Town Staff: Robert Harris, Engineering Consultant-Wm. Schutt & Assoc.
Kevin Loftus, Town Attorney
Matthew Fischione, Code Enforcement Officer
Cynthia Maciejewski, Recording Secretary

Meeting called to order by Chair Connelly at 7:00 P.M.

Pledge of Allegiance led by Chair Connelly.

Minutes - A motion was made by Anthony Gorski to approve the minutes from the August 16, 2017 Planning Board Meeting with one correction under landscaping of 00 Broadway rezone petition. It was asked for the plantings to be native species. Motion seconded by Lawrence Korzeniewski and unanimously carried.

Town of Lancaster Planning Board
Communications-September 6, 2017

- 9.06.01 Letter dated 8/17/17 from Matt Fischione to Neil Connelly, with comments regarding rezone petition at 00 Broadway.
- 9.06.02 Memo dated 8/24/17 from Dan Amatura with comments regarding sketch plan for Signal Drive subdivision.
- 9.06.03 Minutes of 8/21/17 MRC meeting.
- 9.06.04 Notice of public hearing to be held 9/05/17 for a Special Use Permit at 208 Ransom Rd. (dog grooming)
- 9.06.05 Copy of resolution adopted by Town Board on 8/21/17 approving the site plan for Inness, Inc., 140 Pavement Rd.
- 9.06.06 Copy of resolution adopted by Town Board on 8/21/17 approving the site plan for Aldi, Inc. expansion.
- 9.06.07 SEQR response dated 8/23/17 from EC Division of Environment and Planning regarding proposed 6 month moratorium on rezone applications.
- 9.06.08 SEQR response dated 8/28/17 from Division of Sewerage Management regarding Greenfield Health 24 bed addition.
- 9.06.09 SEQR response dated 8/28/17 from Division of Sewerage Management regarding Rolite Manufacturing addition.
- 9.06.10 SEQR response dated 8/30/17 from EC DPW regarding Greenfield Health 24 bed addition.
- 9.06.11 SEQR response dated 8/28/17 from Division of Sewerage Management regarding Small Business Accelerator, Lancaster Pkwy.

- 9.06.12 SEQR responses dated 8/24/17 from Division of Sewerage Management and EC Division of Environment and Planning, regarding Wreckmaster.
- 9.06.13 SEQR response dated 8/28/17 from Division of Sewerage Management regarding parkland acquisition in the Town of Lancaster.
- 9.06.14 Copies of the Town specifications for the placement and construction of cul-de-sacs and a standard detail sheet submitted by Matt Fischione, Code Enforcement Officer.
- 9.06.15 Letter received 9/5/17 from Lee Chowaniac, with comments regarding the rezone moratorium.
- 9.06.16 SEQR response dated 8/30/17 from EC Division of Environment and Planning, regarding Greenfield Health 24 bed addition.
- 9.06.17 SEQR response dated 8/30/17 from EC Division of Environment and Planning, regarding Rolite Manufacturing addition.
- 9.06.18 SEQR response dated 8/30/17 from EC Division of Environment and Planning, regarding Small Business Accelerator.
- 9.06.19 SEQR response dated 8/31/17 from EC Division of Environment and Planning, regarding Parkland Acquisition.
- 9.06.20 SEQR response dated 8/31/17 from EC Division of Environment and Planning, regarding Restoration of the Lancaster Historical Society Building.

CONCEPT PLAN-JUNIPER BOULEVARD TOWNHOMES, NORTHEAST CORNER OF JUNIPER BLVD. AND WALDEN AVENUE.

Kenneth Zollitsch of Greenman Pedersen Inc. and David DePaolo, Pleasant Meadows Associates, LLC presented the 13.5 acre site of which 8 acres will include 22 buildings, each with 2 units and two stories high for a total of 44 units. The townhomes will be located on a private road that will line up with Cherryfield for a four way stop.

Engineering-The floodplain boundary has been set through a study conducted during a culvert installation by FEMA. Shown on the plans is a revised floodplain. Stormwater detention is provided for. The recent flood events have caused concern for projects containing floodplains. Capacity of the temporary basin will need to be addressed. Street lighting at Juniper Lane are needed.

Zoning-The parcel is zoned NB-Neighborhood Business. This zoning does allow for attached dwelling units. It was noted that the front yard setback in NB is 30' and not 25' as shown on the drawing.

No major concerns. No action taken.

SKETCH PLAN REVIEW-PROJECT #7067, SIGNAL DRIVE SUBDIVISION, LOCATED AT 0 SIGNAL DRIVE (S.B.L. #116.00-1-10.12) FOURTEEN SINGLE FAMILY DWELLING DEVELOPMENT ON 9.6 +/- ACRES.

Kenneth Zollitsch of Greenman Pedersen Inc. and Jonathan Schechter of Gross Shuman Attorneys at Law presented the sketch plan which runs off of Signal Drive and is landlocked from future development. The owner, which is a non for profit organization, is asking for the subdivision approval and then would sell to a developer to build the homes. The road will be public and the subdivision will have public utilities. The homes built here will be affordable and take into consideration the proximity to the railroad tracks.

Zoning-The property is zoned R-1 Residential District-one and the required lot sizes and setbacks are maintained.

Engineering-The southern end of the parcel has been walked by the Army Corps of Engineers to confirm the wetlands. The wetlands will need to be monumented. The Town struggle with keeping property owners off of the wetland area and the thought is to remove them from the building lots. The two Stormwater facilities are located on building lots and do not allow access from the rear for maintenance. These ponds fill up over the years and then no longer can hold the capacity that they were designed to hold and the excess water causes flooding. Lots #13 & 14 have a power company easement on them. Lots# 2,3 & 11 measure 80' wide and not 75' as marked.

Cul de sacs- Letter received by Daniel Amatura, Highway Superintendent with concern for maintenance and safety of cul de sacs. There is Town owned property proposed for a future road adjacent to this project. The Town does have a detail and general specifications for the placement and construction of cul de sacs.

Design-Lot #14 is an odd shaped lot and would have a public sidewalk in excess of 190' which the property owner would need to maintain. Setbacks will be included on the next plan submitted to give a better idea of how dwellings will fit on some of these lots.

Issues to be addressed include:

Verification of the wetlands/more information and details

Correct building lot size and setbacks

Concern of a cul de sac

Access to Storm Water facilities for regular maintenance

Matt Fischione, Code Enforcement Officer, explained that the Subdivision Regulations are adopted by the Town Board and do require an action by the Planning Board.

CONCEPT PLAN-CORNER OF SCHWARTZ ROAD AND BROADWAY, REZONE FOR AN AUTO REPAIR SHOP AND VEHICLE SALES.

Henryk Dziadosz would like to build a 24x56 garage to service and sell vehicles. The lot is currently zoned RCO-Residential Commercial Office and would need CMS-Commercial Motor Service zoning with

a Special Use Permit. With the moratorium on rezones pending, a concept plan could be delayed until the Master Plan was completed in March.

The project does not fit in with the character of the proposed area. This 1.1 acre parcel is outside of the sewer district and disposal of waste from the vehicles was questioned. The lot has approximately 10-15' of wood chips on it and core samples would be required to find solid ground.

No action taken.

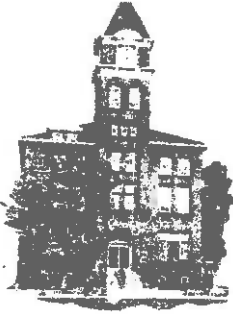
Other items discussed:

There will be a Joint Comprehensive Plan Public Meeting on September 14, 2017 at 7p.m. at the Depew Senior Center.

There are no SEQR's scheduled for September 18, 2017.

At 7:43p.m. a motion was made by Chair Connelly to adjourn the meeting. Motion seconded by Lawrence Korzeniewski and unanimously carried.

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Town of Lancaster

OFFICE OF THE TOWN ATTORNEY

21 Central Avenue
Lancaster, New York 14086
(716) 684-3342
Fax: (716) 681-7475

KEVIN E. LOFTUS, JR.
Town Attorney
kloftus@lancasterny.gov

Leza E. Braun
Legal Assistant

September 18, 2017

Honorable Town Board
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086

Planning Board
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086

RE: Restoration of the Lancaster Historical Society Building
40 Clark Street
Town of Lancaster, County of Erie

Dear Town Board and Planning Board Members:

Enclosed please find a SEQR response from the Erie County Department of Public Works dated September 15, 2017 on the above-referenced project for your review.

Should you have any questions or concerns, please call me.

Very truly yours,

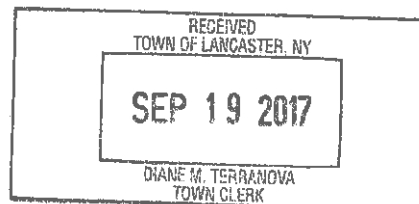
Kevin E. Loftus, Esq.

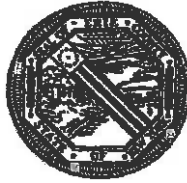
Town Attorney

KEL:lb

Enc.

CC: Supervisor
Town Clerk
Building Inspector
Town Engineer





COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

WILLIAM E. GEARY, JR.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS
RATH BUILDING 14TH FLOOR

TELEPHONE: 716.858.8300
FAX: 716.858.8228

September 15, 2017

Mr. Kevin Loftus, Town Attorney
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086

Re: Lead Agency Review
Restoration of Lancaster Historical Building
40 Clark Street
(T) of Lancaster, County of Erie

Dear Mr. Loftus:

This Department has received your request for Lead Agency for the above referenced project. Erie County Department of Public Works has no problem with the Town of Lancaster being Lead Agency for this project. This approval of Lead Agency is only from Erie County Department of Public Works and does not imply that other County Departments concur with this approval, as their response will be coming by separate letter.

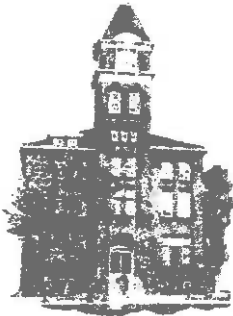
Sincerely,

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Garrett M. Hacker, P.E.
Senior Civil Engineer

cc: Charles A. Sickler, P.E., Director of Engineering
Wayne Scibor, P.E., Supervisor of Engineering
Patrick Baskerville, Senior Highway Maintenance Engineer
File: Town

637



Town of Lancaster

OFFICE OF THE TOWN ATTORNEY

21 Central Avenue
Lancaster, New York 14086
(716) 684-3342
Fax: (716) 681-7475

KEVIN E. LOFTUS, JR.
Town Attorney
kloftus@lancasterny.gov

Leza E. Braun
Legal Assistant

September 19, 2017

Mr. David Denk
Regional Administrator
N.Y.S. DEC
270 Michigan Avenue
Buffalo, New York 14203-2999

Mr. Matt Salah
Coordinator of Construction Projects
Division of Sewerage Management
95 Franklin Street
Buffalo, New York 14202

Mr. Garrett Hacker
Erie County DPW
Division of Highway
95 Franklin Street
Buffalo, New York 14202

Mr. Ed Rutkowski
Planner
NYS DOT
100 Seneca Street
Buffalo, New York 14203

Ms. Dolores Funke
Erie County Health Department
503 Kensington Avenue
Buffalo, New York 14214

Ms. Mariely Ortiz
Erie County DEP
Edward A. Rath County Office Building
95 Franklin Street, Rm 1062
Buffalo, New York 14202

Re: **Designation of Lead Agency**
Re-Zone 4817 Transit Road SBL #126.01-1-6 Delta Sonic
From GB/MFR-4 to CMS/MFR-4; +/- 3.08 acres
Town of Lancaster, County of Erie

Ladies and Gentlemen:

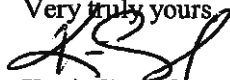
Please be advised that a private developer has submitted an application for the rezone of +/- 3.08 acres of land located at 4817 Transit Road SBL# 126.01-1-6; from General Business (GB)/Multi Family Residential-4(MFR-4) to Commercial Motor Service (CMS)/Multi Family Residential-4 (MFR-4) in the Town of Lancaster and which the Town has determined to be a "Type I Action" under SEQR. Also included is an amendment to that application.

The Town Board of the Town of Lancaster advised the developer that an Application and Environmental Assessment Form (EAF) was to be submitted to the Town of Lancaster in order to commence a review of the proposed project under SEQRA.

The developer has now submitted the application and EAF and the Town Board of the Town of Lancaster is now notifying all other agencies which may be involved in the approval of this project that within thirty (30) days of the mailing of the enclosed EAF, a lead agency must be designated by agreement among the agencies.

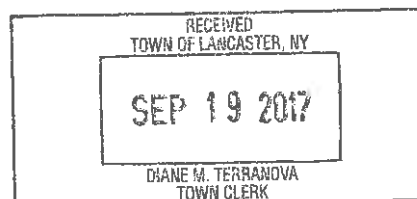
The anticipated impact of this project is primarily of local significance and the Town of Lancaster desires to act as lead agency in investigation and review of the proposed action.

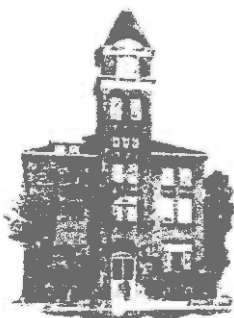
Very truly yours,


Kevin E. Loftus
Town Attorney
KEL:lb

Encs.

cc: Supervisor
Town Clerk
Building Inspector
Town Engineer





Town of Lancaster

OFFICE OF THE TOWN ATTORNEY

21 Central Avenue
Lancaster, New York 14086
(716) 684-3342
Fax: (716) 681-7475

KEVIN E. LOFTUS, JR.

Town Attorney
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Leza E. Braun
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September 19, 2017

Mr. David Denk
Regional Administrator
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270 Michigan Avenue
Buffalo, New York 14203-2999

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Coordinator of Construction Projects
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95 Franklin Street
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Buffalo, New York 14202

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Planner
NYS DOT
100 Seneca Street
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Ms. Dolores Funke
Erie County Health Department
503 Kensington Avenue
Buffalo, New York 14214

Ms. Mariely Ortiz
Erie County DEP
Edward A. Rath County Office Building
95 Franklin Street, Rm 1062
Buffalo, New York 14202

Re: **Designation of Lead Agency**
Re-Zone 4106 Walden Avenue SBL #94.00-4-7.1-Uniland
From LI to MFR-3; +/- 63.03 acres
Town of Lancaster, County of Erie

Ladies and Gentlemen:

Please be advised that a private developer has submitted an application for the rezone of +/- 63.03 acres of land located at 4106 Walden Avenue SBL# 94.00-4-7.1; from Light Industrial (LI) to Multi Family Residential-3 (MFR-3) in the Town of Lancaster and which the Town has determined to be a "Type I Action" under SEQRA. Also included is an amendment to that application.

The Town Board of the Town of Lancaster advised the developer that an Application and Environmental Assessment Form (EAF) was to be submitted to the Town of Lancaster in order to commence a review of the proposed project under SEQRA.

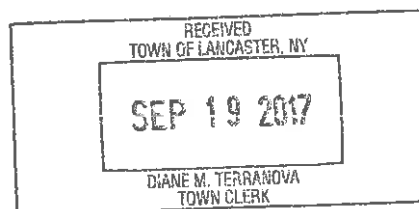
The developer has now submitted the application and EAF and the Town Board of the Town of Lancaster is now notifying all other agencies which may be involved in the approval of this project that within thirty (30) days of the mailing of the enclosed EAF, a lead agency must be designated by agreement among the agencies.

The anticipated impact of this project is primarily of local significance and the Town of Lancaster desires to act as lead agency in investigation and review of the proposed action.

Very truly yours,

Kevin E. Loftus
Town Attorney
KEL:lb
Encs.

cc: Supervisor
Town Clerk
Building Inspector
Town Engineer



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EARTH DIMENSIONS, INC.

* Soil & Hydrogeologic Investigations * Wetland Delineations
1091 Jamison Road, Elma NY 14059
(716) 655-1717 * Fax (716) 655-2915 www.earthdimensions.com

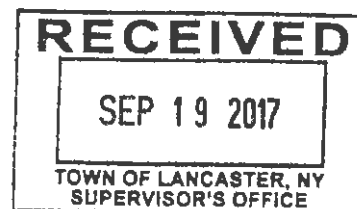
July 18, 2017

W6104c

Daniel Amatura
Town of Lancaster Highway Department
525 Pavement Road
Lancaster, New York 14086

TC - FOR COMM.

Re: Preliminary Wetland Investigation - 42± acres
0 Lake Avenue (SBL# 115.19-3-7.1)
Town of Lancaster, Erie County, New York



Dear Mr. Amatura:

Earth Dimensions, Inc. (EDI) has completed a preliminary wetland investigation at the above referenced site for the purpose of identifying potential regulated wetlands and waterways. The site investigation was conducted on July 18, 2017. As depicted on the attached preliminary wetlands map, EDI identified approximately 18.22± acres of wetland and two stream segments as defined by the U.S. Army Corps of Engineers (USACE) wetland delineation manuals.

The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper does not depict any wetlands within or adjacent to the site. However, given the presence of a contiguous 11.29± acres of wetland which extends off site to the north, the potential exists for this wetland to meet the 12.4 acre minimum size threshold to be regulated under Article 24 of New York Conservation Law.

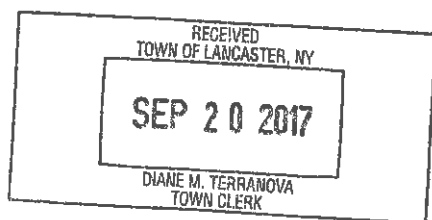
Should you choose to move forward with a project at this site, it is our professional opinion that a detailed wetland delineation study be completed and submitted to USACE and NYSDEC with a request for a Jurisdictional Determination. Based upon the outcome of these agency determinations, Section 404 and Article 24 permits may be required in order to move forward with the development of this site.

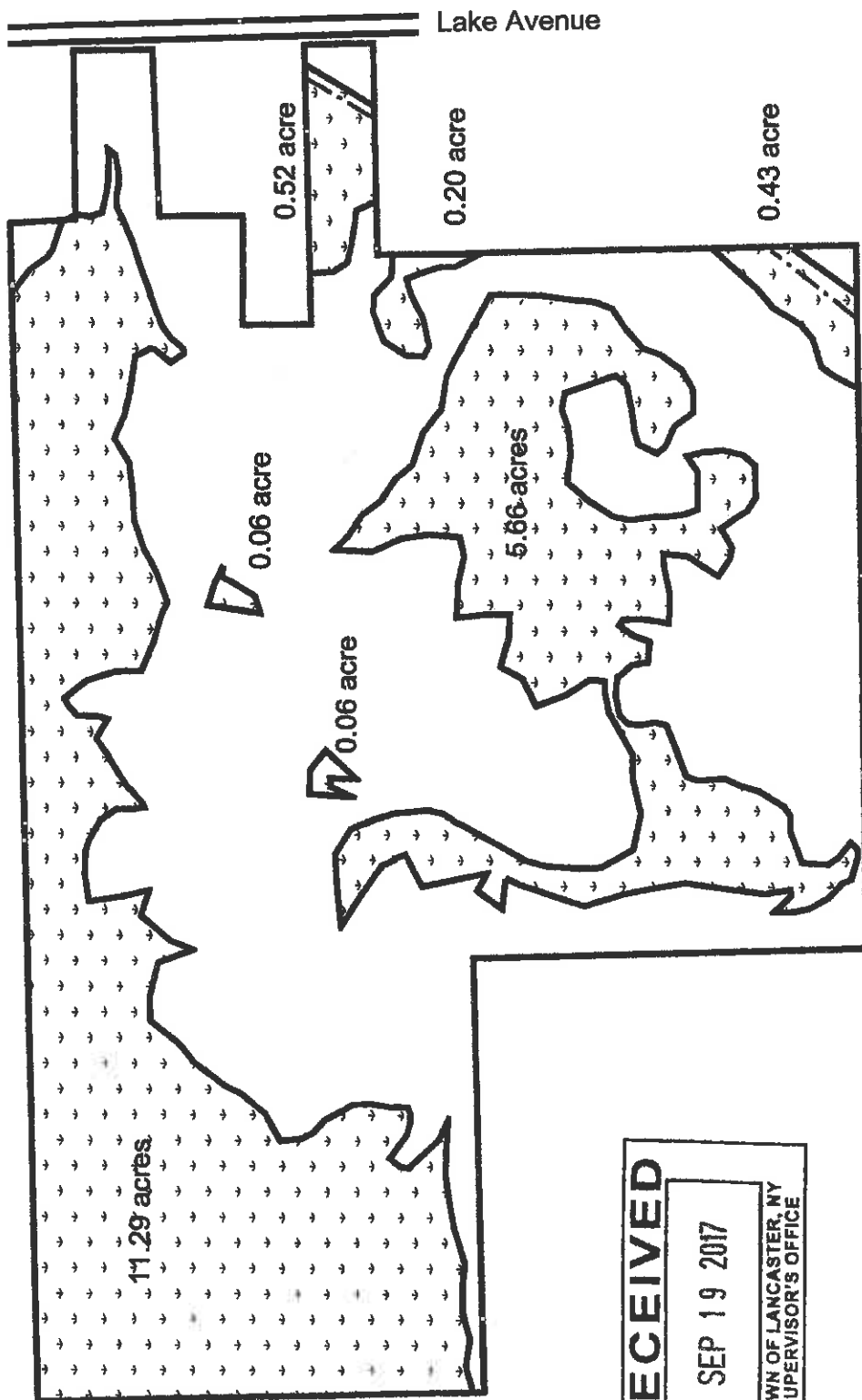
If you have any questions, please contact our office at (716) 655-1717 or email slivingstone@earthdimensions.com.

Very truly yours,
Earth Dimensions, Inc.


Scott J. Livingstone
Senior Soil Scientist

Encl.





RECEIVED

SEP 19 2017

**TOWN OF LANCASTER, NY
SUPERVISOR'S OFFICE**

SUPERVISOR'S OFFICE

**APPROXIMATE
WETLAND ACREAGE
18.22 acres**

WETLAND ACREAGE

18.22 acres

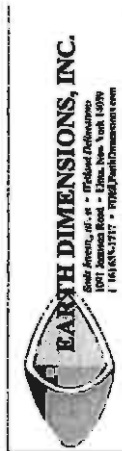
Locations and sizes of depicted Wetlands are approximate. A detailed wetland delineation is required to precisely identify the locations and acreages of on-site wetlands.

Preliminary Wetlands Map Proposed Lake Avenue Park

Proposed Lake Avenue Park

TOWN OF LANCASTER

ERIE COUNTY, NEW YORK



Sendz Avenue, N.Y. 24 • Richard Delfino, 1970
1091 Jamaica Road • L.I. N.Y. 11430
1616 63rd St. • Bklyn. 11219

LEGEND:



WETLAND AREA



Revised
640



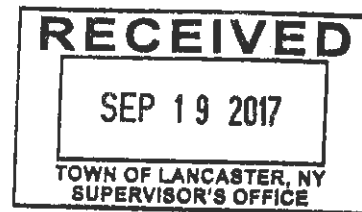
TOWN OF LANCASTER
HIGHWAY DEPARTMENT
525 PAVEMENT ROAD
LANCASTER, NY 14086

Daniel Amatura
Highway Superintendent
Tel (716)683-3426
Fax (716)685-0271

TC - FOR COMM
OK FOR RES.
COMMUNICATIONS 9/19/17
e

September 18, 2017

Honorable Town Board
21 Central Avenue
Lancaster, NY 14086



Re: New and Unused 2018 80" Brushcat (HF)

Dear Honorable Town Board Members:

I would appreciate your support to sponsor a resolution to purchase one new and unused 2018 80" Brushcat (HF). This 2018 80" Brushcat (HF) will be purchased from State Bid Contract PC67141, Award PGB #22792, Group 40625. The vendor is Bobcat of Buffalo, 6511 South Transit Road, Lockport, NY 14094. The price for this 2018 80" Brushcat (HF) is \$5,646.04. The 2018 80" Brushcat (HF) will be paid from line 13-5110-0225 (Miscellaneous Equipment) in my 2017 budget.

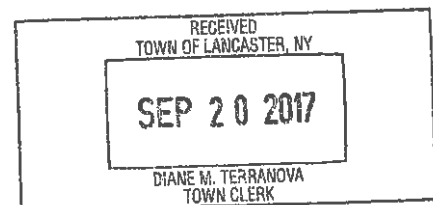
Should you need any further information regarding this subject, please do not hesitate to contact me.

Sincerely yours,

Daniel Amatura
Highway Superintendent
Town of Lancaster

DA/kak

Cc: Dave Brown, Director of Administration
Kevin Loftus, Town Attorney
Johanna Coleman, Supervisor
Diane Teranova, Town Clerk





Product Quotation

Quotation Number: 27836D027937

Date: 2017-09-14 14:12:56

Ship to	Bobcat Dealer	Bill To
Lancaster Highway Department Attn: Bob Bernacki 525 Pavement Rd Lancaster, NY 14086	Bobcat of Buffalo, Lockport, NY 6511 SOUTH TRANSIT ROAD LOCKPORT NY 14094-6329 Phone: (716) 625-6092 Fax: (716) 625-8302 Contact: Nick Stanton Phone: 716-625-6092 Fax: 716-625-8302 Cellular: 716-803-9123 E Mail: nick@bobcatofbuffalo.com	Lancaster Highway Department Attn: Bob Bernacki 525 Pavement Rd Lancaster, NY 14086

Description	Part No	Qty	Price Ea.	Total
80" Brushcat (HF)	7233092	1	\$5,646.04	\$5,646.04
Total of Items Quoted				\$5,646.04
Dealer P.D.I.				\$0.00
Freight Charges				\$0.00
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$5,646.04

Notes:

All pricing in accordance with NYS CONTRACT #PC67141, Award PGB #22792 - Group 40625, Heavy Equipment

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Group 40625– Award 22792, Heavy Equipment

Clark Equipment Company Contractor and Pricing Information

March 1, 2016

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC67141 NJPA Contract: 042815-CEC 052015-CEC	Clark Equipment Company DBA Bobcat Company and Doosan Infracore Construction Equipment America 250 East Beaton Drive West Fargo, ND 58078	Name: Randy Fuss Government Accounts Manager Bobcat Company and Doosan Infracore Construction Phone: (701) 241-8746 Fax: (701) 241-8760 Email: randy.fuss@doosan.com	Federal ID 38-0425350 NYS Vendor ID 1000009236
Business Hours: M-F 7:30am to 4:30pm. Closed Sat & Sun.			

Additional Contacts

Expedited Orders: Name: Crystal Stram Government Sales Support Mgr. Phone: (701) 241-8719 or Toll Free (800) 965-4232 opt #2 Fax: (701) 241-8760 Email: crystal.stram@doosan.com	Emergencies After Business Hours: Name: Randy Fuss Government Accounts Manager Phone: (701) 371-4263 Fax: (701) 241-8760 Email: randy.fuss@doosan.com
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Sales Contacts for Bobcat and Doosan Product Lines

Name: Randy Fuss Bobcat Company Phone: (701) 241-8746 randy.fuss@doosan.com	Name: Matt Gansser Doosan Heavy Equipment Phone: (678) 714-8429 matt.gansser@doosan.com	Name: Zeke Hendrix Doosan Portable Power Equipment Phone: (704) 249-4117 zeke.hendrix@doosan.com	Name: Mark Shaw Doosan Industrial Vehicle Forklifts Phone: (770) 831-3449 mark.shaw@doosan.com
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Contract Pricelist and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contact listed above for price list

Bobcat Discount from List:

30% Skid Steer Loaders, Compact Track Loaders
 24% All Wheel Steer Loaders
 15% Mini Track Loader
 15% Toolcat Utility Workmachine
 16% Utility Vehicles
 24% VersaHandlers
 30% Excavators
 24% E63/E85 Excavators
 24% All Attachments

Doosan Heavy Equipment Discount from List:

13% Wheel Loaders
 13% Excavators
 13% Wheeled Excavators
 13% Articulated Dump Trucks

Doosan Infracore Portable Power Discount from List:

36% Compressors
 36% Generators
 36% Light Compaction
 36% Lighting Systems

Doosan Industrial Vehicle Forklifts Discount from List:

53% Forklifts
 53% Reach/Lift Trucks
 53% Pallet Jacks

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$15,000	Yes. No additional discount.
Does Contractor offer Prompt Payment Discounts?	No.

Note: Clark Equipment Company is the contractor and has authorized the resellers listed below to ship orders. Purchase orders should reference the NYS contract number and be issued directly to Clark Equipment Company at the address above. Clark Equipment Company will continue to assume full responsibility for all the terms and conditions of the contract.

Authorized Resellers (Delivery Only)

Reseller Name and Address	Reseller Contact Information	MWBE/SBE
BOBCAT COMPANY		
Bobcat of the Twin Tiers Horseheads, NY	Phone: (607)733-6572 Fax: (607)733-9854 Email: jlaplante@thompsonandjohnson.com	
Thompson & Johnson Equipment, Binghamton NY	Phone: (607)748-3351 Fax: (607)748-0184 Email: brandall@thompsonandjohnson.com	
Alexander Equipment Alexander, NY	Phone: (585)591-2955 Fax: (585)547-3754 Email: alexanderequipment@rochester.rr.com	
Excell Motor Sports LLC, Hubbardsville, NY	Phone: (315)691-6916 Email: excellmotorsports@centralny.twcabc.com	
Bobcat of Saratoga LLC, Gansevoort, NY	Phone: (518)798-9283 Fax: (518)798-9286 Email: dfiacco@finkeequipment.com	
Bobcat of Westchester, Briarcliff Manor, NY	Phone: (914)762-9890 Fax: (914)762-3670 Email: rob@bobcatzone.com	
Warner Sales & Service Rome, NY	Phone: (315) 336-0311 Fax: (315) 336-3720 Email: stocker@warnerss.com	
Bobcat of the Finger Lakes Fairport, NY	Phone: (585) 223-4056 Fax: (585) 425-7644 Email: Rebecca@dimequipment.com	
Bobcat of Plattsburgh Plattsburgh, NY	Phone: (518) 825-7368 Fax: (315) 788-5842 Email: egrental@twcny.rr.com	
Eklund Family Farm Machinery, Inc. Stamford, NY	Phone: (607) 652-2151 Fax: (607) 652-2737 Email: EFFM1@HOTMAIL.COM	
Bobcat of Watertown Watertown, NY	Phone: (315) 788-7368 Fax: (315) 788-5842 Email: egrental@twcny.rr.com	

Reseller Name and Address	Reseller Contact Information	MWBE/SBE
BOBCAT COMPANY		
Bobcat of Buffalo Lockport, NY	Phone: (716) 625-6092 Fax: (716) 625-8302 Email: buffalobobcat@aol.com	
John Stokowski & Sons, Inc. Middle Granville, NY	Phone: (518) 642-1610 Fax: (518) 642-3571 Email: meangreen1@albany.twcbc.com	
Kelly's Garage Perry, NY	Phone: (585) 237-2504 Fax: (585) 237-3380 Email: info@kellysgarageus.com	
LeBerge & Curtis, Inc. Canton, NY	Phone: (315) 386-8568 Fax: (315) 386-5285 Email: mail@lebergeandcurtis.com	
Robert H. Finke & Sons Inc. Selkirk, NY	Phone: (518) 767-9331 Fax: (518) 767-2446 Email: rstanton@finkeequipment.com	
Bobcat of Gloversville Johnstown, NY	Phone: (518) 762-8201 Fax: (518) 762-6971 Email: tylerputman29@yahoo.com	
Summit Handling Systems Inc. Walden, NY	Phone: (845) 569-8195 Fax: (845) 522-8173 Email: jdangelo@summithandling.com	
Souther Tier Trailer Sales, Inc. Jamestown, NY	Phone: (716) 985-4600 Fax: (716) 985-4740 Email: southerntier@madbbs.com	
Bobcat of Long Island / Medford Medford, NY	Phone: (631) 447-2228 Fax: (631) 205-5905 Email: robs@bobcatzone.com	
Bobcat of New York City Maspeth, NY	Phone: (718) 366-7930 Fax: (718) 366-8501 Email: robs@bobcatzone.com	
Bobcat of Central New York East Syracuse, NY	Phone: (315) 437-2829 Fax: (315) 437-5160 Email: Bobcat@thompsonandjohnson.com	
W and B Golf Carts, Inc Hudson, NY	Phone: (518) 851-2266 Fax: (518) 851-2268 Email: spatzwahl@mhccable.com	

Reseller Name and Address	Reseller Contact Information	MWBE/SBE
DOOSAN INFRACORE HEAVY EQUIPMENT		
Monroe Tractor & Implement Co. Inc Henrietta, NY	Phone: (585) 334-3867 Fax: (585) 334-0001 Email: dbuker@monroetractor.com	
Hoffman Equipment Co. Bronx, NY	Phone: (718) 822-1180 Email: mike.anderson@hoffmanequip.com	
Pine Bush Equipment Co Inc. Pine Bush, NY	Phone: (845) 744-2006 Email: hbodnar@pbeinc.com	
Monroe Tractor & Implement Co. Inc Binghamton, NY	Phone: (607) 754-6570 Fax: (607) 625-5553 Email: jfelosky@monroetractor.com	
Monroe Tractor & Implement Co. Inc Horseheads, NY	Phone: (607) 739-8741 Fax: (607) 739-8747 Email: jfelosky@monroetractor.com	
Monroe Tractor & Implement Co. Inc Buffalo, NY	Phone: (716) 681-7100 Fax: (716) 681-7741 Email: jfelosky@monroetractor.com	
Monroe Tractor & Implement Co. Inc North Syracuse, NY	Phone: (315) 452-0000 Fax: (315) 452-9624 Email: jfelosky@monroetractor.com	
Capital Tractor, Inc. Greenwich, NY	Phone: (518) 692-9611 Fax: (518) 692-2210 Email: karmitae@capitaltractorinc.com	
Westchester Tractor Inc. Brewster, NY	Phone: (845) 278-7766 Fax: (845) 278-4431 Email: sales@wtractor.com	
Robert H. Finke & Sons, Inc. Selkirk, NY	Phone: (518) 767-9331 Fax: (518) 767-2446	

Reseller Name and Address	Reseller Contact Information	MWBE/SBE
DOOSAN INFRACORE PORTABLE POWER		
McQuade and Bannigan Co. Utica, NY	Phone: (315) 724-7119 Fax: (315) 785-0361	
McQuade and Bannigan Co. Watertown, NY	Phone: (315) 788-2612 Fax: (315) 785-0361	
Penn Jersey Machinery Staten Island, NY	Phone: (718) 889-0105 Fax: (718) 889-0107	
Walter S Pratt and Sons Inc. Rensselaer, NY	Phone: (518) 465-1549 Fax: (518) 465-0712	
Liftech Equipment Companies East Syracuse, NY	Phone: (877) 543-8324 Fax: (315) 463-6971	
Liftech Equipment Companies Lancaster, NY	Phone: (800) 284-9580 Fax: (716) 684-9044	
Liftech Equipment Companies Rochester, NY	Phone: (800) 339-9651 Fax: (585) 328-3622	

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DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

September 19, 2017

VIA OVERNIGHT MAIL

Ms. Sue Ann Barnes
Grant Administrator
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086

Subject: State and Municipal Facilities Program ("SAM")
Restoration of the Lancaster Historical Society Building
Project ID: #8217

TC-FOR COMM

COPIES TO: (letter only)

*MIKE MEYER, FLYNN-BATTAGLIA
R. HARRIS
M. LUBERA
J. FALMER
D. BLOWP
M. FISCHIONE
D. AMATULA*

Dear Ms. Barnes:

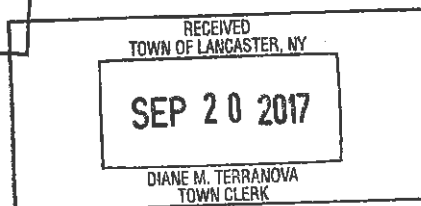
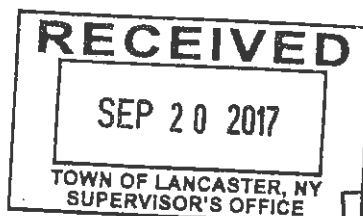
Enclosed please find one (1) fully executed original Grant Disbursement Agreement for your files. At this time you may forward requisitions for payment, along with your wire instructions, to the attention of Accounts Payable – Grants (if you haven't done so already), utilizing the forms provided in the Grant Disbursement Agreement. In addition, we have attached a list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. If you should have any additional questions about submitting a requisition, please contact the accounts payable hotline at (518) 257-3777, and an accountant will get back to you shortly.

Thank you.

Sincerely,

Sarah D. Antonacci
Senior Grant Administrator

Enc.cc: Accounts Payable, DASNY



CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

**WE FINANCE, BUILD AND
DELIVER.**

www.dasny.org

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To whom it may concern,

I, Brandon R Kryszak would like to state my resignation from the position of Court Officer from the Town of Lancaster Court. I will be able to continue working there due to other circumstances.

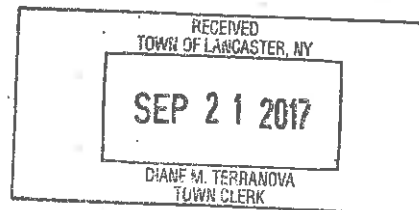
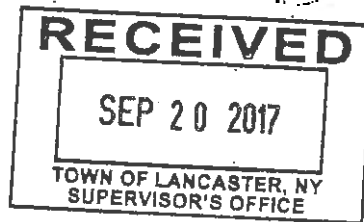
Thank You,



Brandon R Kryszak

TC - For Comm
COPIES TO J. FARMER
& D. BROWN.

9/20/17 (9c)




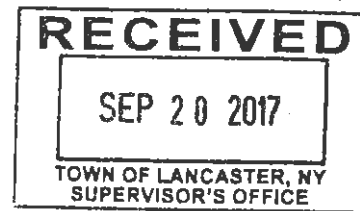
643

Justice Court of the Town of Lancaster
525 Pavement Road
Lancaster, New York 14086

Phone: 716-683-1814, Fax - 685-5313

September 21, 2017

TC FOR Comm
COPIES TO J. FARMER
AND D. BLAW.
9/20/17 



Supervisor's Office
21 Central Avenue
Lancaster, NY 14086

Attention: Jean Farmer

With the resignation of Brandon R. Kryszak (letter enclosed) and the passing of Irv Dehn, we are now short two court officers to fill the two vacancies.

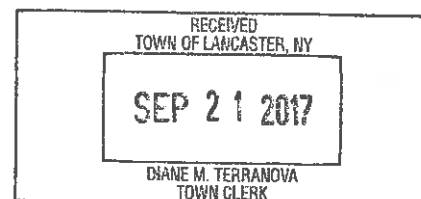
Would you please contact Erie Co. Personnel Dept. and request a part time Court Officer list as soon as possible so that we may canvass the list to replace the vacancies.

Thank you for your cooperation in this matter.

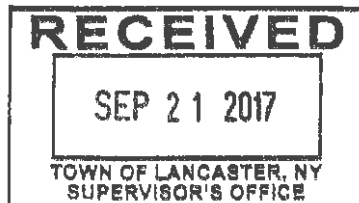
Very truly yours,

Town Justice

mc



Youth Bureau



September 19, 2017

Ms. Johanna Coleman
Supervisor
Town of Lancaster
21 Central Ave.
Lancaster, NY 14086

*TC- FOR COMM
COPY TO J. FARMER
OK TO ATTEND CONFERENCE.
7/21/17 (RC)*

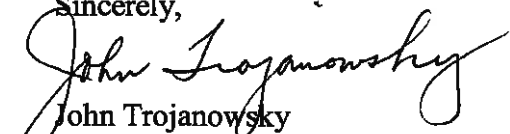
Dear Ms. Coleman and Town Board Members:

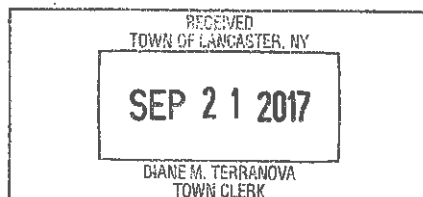
I am requesting permission to attend the Association of New York State Youth Bureaus 2017 Annual Youth Development Training Conference at the Holiday Inn – Syracuse, Liverpool, NY on October 3 and 4, 2017.

The cost for my attendance at the conference will be no more than \$250.00 for lodging and meals. I will be carpooling with other Youth Bureau Directors from WNY, saving on transportation expenses.

A copy of the conference brochure is attached.

Sincerely,


John Trojanowsky
Executive Director

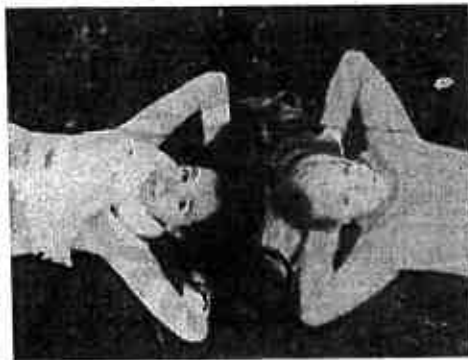




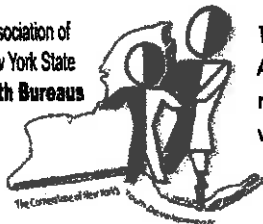
47th Annual Youth Development Training Conference

October 3 & 4, 2017
Holiday Inn – Syracuse, Liverpool, NY

What's on the Horizon for Youth Development?



Association of
New York State
Youth Bureaus

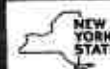


194 Washington Avenue, Suite 415
Albany, NY 12210
nassocia@nycap.rr.com
web: ansysb.net

Association of New York State Youth Bureaus
thanks the following partners:

The Partnership for
Children, Youth and
Families

&



Office of Children
and Family Services



DEAR COLLEAGUES:

The Association of New York State Youth Bureaus (ANYSYB) is pleased to announce its annual youth development training, October 3-4 at the Holiday Inn - Syracuse in Liverpool, NY. Youth development experts from across the state and country will convene to share ideas, learn best practices, and exchange knowledge on issues pertaining to positive youth development, prevention services, healthy living and high risk youth.

The planning committee has developed a training that offers timely educational sessions in an efficient two-day format so that you and your staff can attend cost-effectively and productively. We are confident you will find the sessions worthwhile to better position youth development in your community. We encourage you to share this brochure and training opportunity with your contract agencies, Advantage After School Programs, community based organizations, recreation programs and other youth advocates in your region.

Throughout the training, time has also been allocated for networking so that you

can learn from your colleagues across the State as well as from our partners at the NYS Office of Children and Family Services. The time we spend together is invaluable as we set the course for continued quality youth development for the over 1.5 million youth we serve.

We look forward to seeing you in October. For registration and hotel reservations, visit our website at www.anysyb.net.

Respectfully Yours,

Jackie Negri, Executive Director
Association of New York State Youth Bureaus

Rebecca Robarge
Youth Services Specialist, Saratoga County Youth Bureau & Co-Chair, ANYSYB Training Committee

Rachel Wilson
Executive Director, Orange County Youth Bureau & Co-Chair, ANYSYB Training Committee

For Registration and Hotel Reservation Information visit the Association of New York State Youth Bureaus website at www.anysyb.net

All sessions are approved for SACC Training Credit with the exception of those noted with an asterisk (*).



Registration

8:30AM

Early Bird Workshops

9:30-10:30AM

1. Roundtable Discussion: Brainstorming with Youth Bureaus

*Bill Caudill, Coordinator,
Steuben County Youth Bureau
Terry McGee-Ward, Executive
Director, Greene County Youth
Bureau*

This discussion will focus on Youth Bureaus or affiliations that function on a budget size of less than \$250K. Topics for discussion include Where does my Youth Bureau fit in? •What's working/not working? •Staff size/support – or solo? •Stand alone YB – or multi-department roles? •What programs have you taken on? •What keeps you functioning?

2. Roundtable Discussion: Brainstorming with Youth Bureaus

*Amie Hendrix, Director, Tompkins
County Youth Bureau
Rachel Wilson, Executive Director,
Orange County Youth Bureau*

This discussion will focus on Youth Bureaus or affiliations that function on a budget size of more than \$250K. Topics for discussion include •Where does my Youth Bureau fit in? •What's working/not working? •Staff size/support – or solo? •Stand alone YB – or multi-department roles? •What programs have you taken on? •What keeps you functioning?

3. Adventure Based Learning in Afterschool

*Jeremy D. Butler, Chief Program
Officer, Safe Schools Mohawk Valley
Phillip Hayes, Safe Schools Specialist,
Safe Schools Mohawk Valley
Natalie Zumpano, Safe Schools
Specialist, Safe Schools Mohawk
Valley*

In this workshop participants will learn how to incorporate fun and engaging games and activities into their programs with the goal of creating stronger and more cohesive groups while also helping build key skills. We will share a variety of games and activities that have proven to be tried and true ways of engaging even the most difficult of youth. Participants will leave this workshop with several activities that they can start using with their youth that very same day. This will be a hands-on workshop with participants being asked to challenge themselves by participating in a series of Adventure Based Learning Opportunities.

4. Just Ask Them Youth Voice, Leadership and Empowerment

*Andy Velliel, Coordinator,
Broome Prevention Services*

Endless successes are created when you give teens the opportunity to voice their thoughts and ideas on the program that they attend and the community they belong to. OASIS After School and OASIS Teen Employment Challenge has spent a decade encouraging their students to use their voice in order to see change in their lives and those around them. This workshop will give you the tools to encourage your teens

to explore community ownership through civic engagement and program participation. Teen leadership can contribute to the development of your program, attendance and overall sustainability. Let us help you, to help them...to help themselves!!

Welcome & Keynote Address

11:00-12:30PM

Trauma and Recovery

*Tonier Cain,
National Speaker &
Educator*



Join us for the transcendent story of Tonier "Neen" Cain's emergence from drug addiction, multiple incarcerations and two decades of homelessness to become a tireless advocate and educator on the devastating impact of childhood abuse . . . and the need to rethink how we treat the shattered youth and adults severely traumatized children become.

ANYSYB Awards Luncheon

12:30-1:45PM

Concurrent Sessions 2:00-3:15PM

5. Trauma Informed Approaches to Work with Youth

*Tonier Cain, National Speaker &
Educator*

This session will assist participants to understand trauma-informed approaches to care and its relationship to the youth and families served.



Concurrent Sessions (cont'd)
2:00-3:15PM

6. Raise the Age Redux: Provisions of the Law, Implementation Questions, and Further Reform*

*Amanda Graham, JD, MSW, Attorney, Social Worker, Reentry Clinic
Director, Justice Strategies Associate
Marissa Saunders, Director of CCA's
Transition Coach Program, Justice
Strategies Associate*

This workshop will discuss major provisions of Raise the Age NY, including important dates and phases, as well as parental notification, will engage in interactive brainstorming around implementation questions, and information/resource sharing on how to interact with local authorities around implementation, will conclude by discussing areas for further juvenile justice reform, including raising the age v.2, and considering the collateral consequences of juvenile convictions on education and employment opportunities.

*Not approved for SACC.

7. Minimum Wage - Impact on Local Programs & Staff Retention

*Eric Bacon, Director, Town of
Camillus Parks & Recreation &
President, NYS Recreation and
Park Society
Sandi Brundage, Executive
Director, City of Salamanca
Youth Bureau
Brian Chetney, Executive Director,
Oswego City-County Youth
Bureau
Nancy Lynott, Director, Southampton
Youth Bureau*

A panel of local youth bureau leaders, the NYS Recreation & Park Society and NY Association of

Training and Employment Programs will review NYS minimum wage laws and discuss the impact of rising minimum wage on programming, staff recruitment and retention. Participants will have opportunities to share their strategies as well.

8. Removing Shame from Reproductive Health

*Olivia Catalano, Health Advocate,
Finger Lakes Community Health*

In the age of technology, hyper stimulation and sexuality we must address the need to provide comprehensive reproductive health education and remove shame surrounding it. We will discuss the affects of lack of sexual health education in the foster care population and community. This workshop will discuss minors right to access reproductive health services, education programs, tools and resources to help provide this education, as well as how to remove shame from the topic. As adults we set the tone for healthy youth development and the best way to do that is being honest and informed. Participants will leave with interactive lessons ideas on human anatomy, sexually transmitted infections, contraception and relationships.

9. Mindfulness for Health & Well-Being

*Liane Benedict, Staff Development
Coordinator, CITI BOCES*

This workshop targets social, emotional and mental health and well-being for youth and adults. Participants will be provided an overview of what mindfulness is,

research regarding its effectiveness and impact on the brain and body, and simple strategies for beginning a mindfulness practice for adults and youth.

10. Ordinary Challenges Solved by Extraordinary People

*Maria Brown, Program Manager,
OCFS Advantage Afterschool Unit
Larry Carpenter, Program Manager,
OCFS Advantage Afterschool Unit
Christy Egan, Program Manager,
OCFS Advantage Afterschool Unit
Shondra Frazer, Program Manager,
OCFS Advantage Afterschool Unit
Johnsle Hassan, Program Supervisor,
OCFS Advantage Afterschool Unit
Anna M Torres, Program Manager,
OCFS Advantage Afterschool Unit*
Advantage After School programs often share similar challenges, regardless of the program's location, grade level, or size. How the program approaches the challenge varies. This workshop will offer opportunities for participants to explore the extraordinary talents and offerings of staff, participants, family, and the community within their own programs while learning how other programs use their resources to best address common challenges.

11. Creating a Community of Opportunity

*Jennifer Barge, Director Youth
Development and Crossover
Initiatives, Bureau of Youth
Development, NYS OCFS
Joe Mancini, Associate Commissioner,
Office of Community Partnerships,
Division of Juvenile Justice and
Opportunities for Youth, NYS OCFS
Community Multi Service Office
(CMSO) and Youth Bureau
Directors will have an open*

**Concurrent Sessions (cont'd)**

2:00-3:15PM

conversation about best practices in connecting youth to various local positive youth development activities upon re-entering their communities. Come prepared to discuss challenges and successful strategies to aid in the successful transitions of young people.

Concurrent Sessions

3:30-4:45PM

12. Opening Your Program to Youth with Different Abilities

Jutta Dotterwelch, Director of Training, ACT for Youth Center for Excellence

For many years, youth work professionals have been raising questions and concerns about how to best integrate youth living with disabilities into their programming. This workshop will discuss the legislation that protects young people (and adults) living with disabilities – the Americans with Disabilities Act (ADA). What are the key provisions of this legislation? What type of accommodations are young people entitled to? With that foundation participants will reflect on their own experiences and explore program strategies and interventions to create more inclusive environments for youth with different abilities.

13. Transition Coach Program: Facilitating Transition of At-Risk Youth Back into Mainstream Schools

Patty Clark, Syracuse City School District Ombudsman, Director of Office of Student Support Services (invited)
Jackie Gonzalez, Transition Coach, Center for Community Alternatives
Marissa Saunders, Director of CCA's Transition Coach Program, Justice Strategies Associate

CCA's Transition Coach Program (TCP) is one of very few of its kind. This workshop will overview the TCP program and its components, including program development, the partnership with Syracuse City School District, the referral process, advocacy services, and support; and engage in open-format discussion about the opportunities and challenges in cultivating a partnership for youth success in a school setting. The goal of the workshop will be to expose participants to a unique program, and to bring awareness to alternative solutions for youth engagement post-juvenile justice involvement.

14. Roundtable Discussion: Brainstorming with Youth Bureaus

Terri Crowley, Lobbyist, Hinman Straub
Jackie Negri, Executive Director, Association of NYS Youth Bureaus
Jillian Gorman-King, Executive Director, Cheektowaga Youth Bureau
Nancy Zahler, President, Partnership for Children, Youth & Families

The Partnership for Children, Youth and Families and the Association of NYS Youth Bureaus will co-facilitate a roundtable for local and direct service youth bureaus to network and discuss stability in an elected environment, funding, and direct service programming. Participants will also provide feedback to the ANYSYB on strengthening the YB system.

15. How Do We Handle All This Technology?

Jeremy D. Butler, Chief Program Officer, Safe Schools Mohawk Valley
Lia Savage, Program Manager/ Division Specialist, Safe Schools Mohawk Valley

Over the past 25 years technology has advanced at breakneck speed and things once only possible in a science fiction movie are now a reality and available at the press of a button. The access and availability to be able to connect with people all around the world presents us all with both exciting new possibilities while at the same time posing significant risks, especially to our young people. In this workshop you'll learn about what forms of technology young people are using; from different social media sites, to various apps, games as well as other forms of media. You will gain awareness to



**Concurrent Sessions (cont'd)**

3:30-4:45PM

what is out there (which may frighten you to no end) but presenters will also try to frame the topic in a way that inspires hope and confidence as we seek to better understand the power of the technology our young people have access to while also providing you with the framework necessary to keep your kids safe. This will be an interactive discussion where we seek audience participation and engagement as we learn and grow together.

16. Quality Self-Assessment: Using the QSA Tool

*Timothy Fowler, Professional Development Director,
Network for Youth Success*

Learn about the new 3rd Edition Quality Self-Assessment Tool! Beyond the changes, we will look at why ongoing quality improvement is important for programs, and how the QSA tool can bring stakeholders to reflect and plan together. Participants will learn techniques and tools to bring the QSA process into their programs. Emphasis will be on addressing the challenges in implementation, and not only the what and why of quality improvement.

17. Unpack the OCFS Application: Focus on the 8 Features of Youth Development

*Rachel Wilson, Executive Director, Orange County
Youth Bureau*

Sonia Tate, Youth Development Coordinator, NYS OCFS

In depth discussion on the meaning and definitions of the 8 features of a Youth Development Setting as proposed on the OCFS application. Interaction between participants will better prepare people that complete the application, as well as, review and approve applications, to decipher whether programs are describing their environments appropriately when applying for OCFS funding.

ANYSYB Annual Meeting of the Corporation

4:45-5:45PM

For ANYSYB Members Only**Wednesday, October 4****Breakfast**

7:30-8:30AM

Plenary Session TBA

8:30-10:00AM

Concurrent Sessions

10:15-11:30AM

18. Adverse Childhood Experiences and Cultivating Resiliency**Session ends at 1:00PM**

*Kaltlyn McWilliams, LCSW, Director of Professional
Services, Family Counseling Services of the Finger
Lakes, Inc.*

Did you know that 90% of public mental health clients have been exposed to trauma? Youth who are affected by adverse childhood experiences (ACEs) and trauma are more likely to be involved in illegal behavior for a variety of reasons, including neurological, psychological and social effects of trauma; however, few will be screened for trauma-related issues or provided with trauma informed care at any point. Training will provide essential information, tools and resources to increase understanding regarding what trauma is and how trauma can affect both youth and their families. Learn ways we can improve our response to our children who may be acting out as a result of trauma, in order to avoid further traumatization and achieve collective impact by cultivating resiliency and supportive environments and developing trauma informed organizations, schools and workplaces.



For Registration and Hotel Reservation
Information visit the Association of New York
State Youth Bureaus website at
www.anysyb.net



19. Unity! Running a Culturally Diverse After School Program

Lonny Snyder, Program Manager, Safe Schools Mohawk Valley

This training will focus on cultural diverse awareness in an after school program setting, and how to maximize the benefit on the learning experiences of having multiple cultural groups in one program. We will briefly discuss our program demographics & give a program description. Discuss group activities, program policies & strategies that made our after school program a culturally diverse successful program. Close the workshop with an open discussion on cultural diversity, have participants give their ideas to promote this, & take questions & feedback.

20. Focus on Prevention: An Examination into Programs and Strategies to Prevent Substance Use

Sandra L. Waldron, LMSW, CASAC, CCTP, Prevention Director, Farnham Family Services

The workshop will focus on the use of Evidenced based interventions for the prevention of at risk youth. Utilizing an evidenced approach communities can have success in implementing strategies and programs to prevent substance use. We will discuss how professionals can take advantage of these methods, how to blend these tools together to guide and assist communities in planning and implementing prevention strategies, programs, and events.

21. Coaching as Supervision

Timothy Fowler, Professional Development Director, Network for Youth Success

Supervisors and directors will explore techniques that support staff growth and development in this workshop. Participants will learn what staff need to be dependable, independent adults in the workplace, and what leadership need to do to get them there. Methods and philosophy closely mirror positive youth development principles, building on the strengths, assets, and capacity of adults working with youth.

22. The State of Girls: Emerging Truths and Troubling Trends

Octavia E. Ford, Director of Program, Girl Scouts Heart of the Hudson

Girls in the United States are growing up during a period of rapid demographic, social economic, and technological change. The United States is becoming more racially and ethnically diverse. Family dynamics are becoming more complex. Gender roles are continuing to shift as more women enter college and the workforce. And millions of families with children are still feeling the effects of the 2007-09 Great Recession and its' aftermath. Join this session as we focus on the health and well-being of the over 26 million girls living in the United States. We will explore trends and strategies that youth-serving organizations can utilize in their service to today's girls and young women.

23. How OCFS Can Engage, Encourage and Empower Youth Development

Laura Velez, Deputy Commissioner of Child Welfare and Community Services, NYS OCFS
Nina Aledort, Associate Commissioner of Youth and Young Adult Services, NYS OCFS

This session will be an interactive discussion about the intersection OCFS initiatives have with youth development priorities, and how to continue to lift the critical work of youth development across children and family systems. OCFS will present current work on integrating youth development with services, highlight issues and interventions with cross over youth, and share other topics of interest for New York's youth development professionals.

Concurrent Sessions

11:45-1:00PM

18. Adverse Experiences and CChildhood ultivating Resiliency - Part II

This session begins at 10:15AM

See description on previous page.

Kaitlyn McWilliams, LCSW, Director of Professional Services, Family Counseling Services of the Finger Lakes, Inc.

**Concurrent Sessions (cont'd)**

11:45-1:00PM

24. Finding Grants and Raising Funds*Sandi Brundage, Executive Director,**City of Salamanca Youth Bureau**DaMia Harris, Executive Director,**City of Mount Vernon Youth Bureau**John Trojanowsky, Executive Director, Town of Lancaster Youth Bureau**Frank Williams Jr., Executive Director, City of White Plains Youth Bureau*

A panel of local youth bureau leaders from small, medium and large youth bureaus, moderated by the Partnership for Children, Youth and Families, will share sources and tips for finding, applying for and securing grants and raising funds to support local youth development programs.

25. A 1950's/60's Positive Youth Development Approach to Street Gang/Crew Organizations*Jansen Freeman, Youth, SCAN NY**Darryl Rattray, Associate**Commissioner, NYC Department of Youth & Community Development**Lew Zuchman, Executive Director, SCAN*

NYC Youth Board 1950/60's Street Outreach Model: In a contemporary contextual environment, demanding evidence based models, the current approach to ameliorating youth street gang/crew activity, is mired within a reactionary, 'blame the victim' approach. New York City's successful evidence based models of addressing 1950's/60's street gang activity, is bewilderingly ignored. This approach, emphasizing a positive youth development frame, was pioneered

by Mobilization for Youth (MFY), as well as, the NYC Youth Board. This workshop will illustrate the essential elements of the MFY/NYC Youth Board positive youth development approach, allowing for a re-evaluation of this approach within our contemporary Hip-Hop youth culture.

26. MyFOURmula™ - Self Health for Providers**Raymond (CoachRay) Rodriguez,**B.A., CPLC, NYCPS, NYCRPA*

Taking care of yourSELF lately? Join CoachRay as he delivers his dynamic and experiential self health practice MyFOURmula™ and TheMyFOURmula™ Way. Learn the principles, tenets, activities and ways to recover yourSELF and Live your purpose. Self health, for those who give their all to others!

*Not approved for SACC.

27. Hot Topics in State and Federal Afterschool Policy & Advocacy 101: Promoting High Quality Youth Development Programs*Chris Neltzey, Policy Director,**NYS Network for Youth Success*

State and Federal policy has a strong impact on afterschool programs, both in available funding and in registration and program requirements. Participants will learn about current state and federal policies that effect afterschool programs, the history of funding for these programs, and how you can advocate for change with your legislators. Participants will also learn how connecting with the media to get positive coverage of your program can support your

program and the field in general. Advocacy is an important piece of the sustainability of youth development programs. All staff, from front-line to executive directors, should understand how they can begin advocating for increased investments and higher quality programs from their elected officials. Workshop participants will receive an overview of New York State budget and legislative process and engage in a mock legislative meeting to understand how to effectively communicate their issues.

28. Impacting Your Community Through Sexually Exploited Youth (SEY) Funding*Brian Chetney, Director, Oswego Youth Bureau**Daniel LeClair, Oswego County Legislator**Karen Sessions, Youth Engagement Specialist, NYS OCFS**Patti Yokom, Program Coordinator, Chautauqua County Youth Bureau*

This workshop will provide an overview and updates on the Anti-Human Trafficking, Safe Harbour: NY work and will specifically highlight the program development process for Youth bureaus funded with Sexually Exploited Youth (SEY) funds. The main-focus of this workshop will be to showcase the successes and lessons learned from a small panel of Youth Bureau Directors, who can share their first-hand knowledge and expertise with the audience.



REGISTRATION DETAILS:

FOR CONFERENCE AND HOTEL RESERVATION, VISIT: WWW.ANYSYB.NET

Conference registrations and hotel reservations are online at www.anysyb.net. If you have any questions or need further instructions, email us at nassocia@nycap.rr.com. Hotel accommodations and meals will be provided by *Holiday Inn Syracuse/Liverpool, 441 Electronics Parkway, Liverpool, NY 13088*.

HOLIDAY INN SYRACUSE/LIVERPOOL RESERVATION DEADLINE: Friday, September 15, 2017

REGISTRATION INFORMATION

The conference registration information **DOES NOT INCLUDE HOTEL COSTS OR MEALS.**

Youth Bureaus ONLY

Full Registration 10/3-10/4

1st Registration for Youth Bureaus who are members of the ANYSYB: **NO CHARGE**

Each subsequent ANYSYB Youth Bureau Staff Member: **\$125**

All Other Full Registration 10/3-10/4

Non-Members: **\$175**

DAYTRIPPER

Conference Registration Rates

(Must purchase meal package in addition to Registration Fee)

ANYSYB Member 10/3 ONLY: **\$75**

ANYSYB Member 10/4 ONLY: **\$75**

Non-Member 10/3 ONLY: **\$125**

Non-Member 10/4 ONLY: **\$125**

MEAL INFORMATION

If staying at the Holiday Inn Syracuse/Liverpool, your meals are included in the hotel rate. The Commuter Meal Rates listed below apply to anyone who is NOT staying at the Holiday Inn Syracuse/Liverpool, including Youth Bureau Directors/Staff.

COMMUTER MEAL RATES

Tuesday: **\$35.00—Breaks & Lunch**

Wednesday: **\$20.00—Breakfast & Breaks**

FULL PAYMENT, PURCHASE ORDER, OR VOUCHER MUST BE RECEIVED UPON ONLINE REGISTRATION

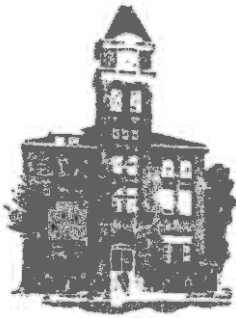
PAYMENT INFORMATION

Checks should be made payable to:
NYS Partnership for Children, Youth & Families
and Mail to: 194 Washington Avenue, Suite 415,
Albany, NY 12210

CANCELLATION AND LATE FEE POLICY

Conference registration cancellations received before September 22 entitle registrants to a full refund. NO REFUNDS will be issued for cancellations received after September 22. Refunds will NOT be made for no-shows. However, substitutions will be allowed. ANY NO-SHOW (WITHOUT PRIOR NOTICE OF CANCELLATION) WILL BE INVOICED FOR THE FULL REGISTRATION FEE TO COMPENSATE FOR COSTS INCURRED BY THE ASSOCIATION.

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Town of Lancaster

OFFICE OF THE TOWN ATTORNEY

21 Central Avenue
Lancaster, New York 14086
(716) 684-3342
Fax: (716) 681-7475

KEVIN E. LOFTUS, JR.
Town Attorney
kloftus@lancasterny.gov

Leza E. Braun
Legal Assistant

September 20, 2017

Honorable Town Board
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086

Planning Board
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086

RE: Small Business Accelerator #3967
Lancaster Pkwy
Town of Lancaster, County of Erie

Dear Town Board and Planning Board Members:

Enclosed please find a SEQR response from the NYS Department of Environmental Conservation dated September 18, 2017 on the above-referenced project for your review.

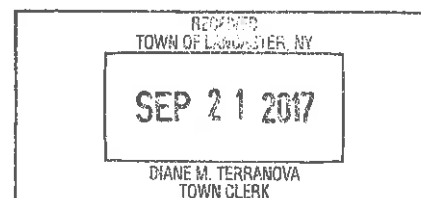
Should you have any questions or concerns, please call me.

Very truly yours,

Kevin E. Loftus, Esq.
Town Attorney
KEL:lb

Enc.

CC: Supervisor
Town Clerk
Building Inspector
Town Engineer

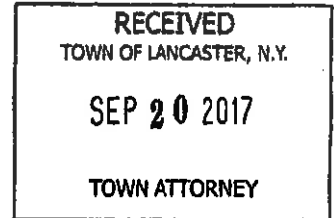


NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

September 18, 2017

Kevin E. Loftus, Esq.
Office of Town Attorney
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086



Dear Mr. Loftus:

SEQR Lead Agency Designation
Small Business Accelerator Facility #3967
Lancaster Parkway at Pavement Road
Town of Lancaster, County of Erie

In response to your August 16, 2017 letter regarding the above-noted, please be advised of the following:

1. The whole site appears to be within an archaeologically sensitive area, as shown on the enclosed New York State Office of Parks, Recreation and Historic Preservation (OPRHP) map (Website www.oprhp.state.ny.us/nr/main.asp). As part of the SEQR process, the Town should evaluate this concern, unless it can be verified by appropriate documentation that the site has been significantly disturbed in a way that would destroy potential artifacts. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237 8643). Note: If any of the described Department approvals are required, an appropriate archaeological investigation must be conducted in order to satisfy the New York State Historic Preservation Act.
2. Since project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice Of Intent (NOI) and prior to commencement of the project.



Department of
Environmental
Conservation

Kevin E. Loftus, Esq.
September 18, 2017
Page 2

More information on General Permit GP 0 15-002, as well as the NOI form, is available on the Department's website at www.dec.ny.gov/chemical/43133.html.

The Town of Lancaster is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking official from the MS4 community, or by a duly authorized representative of that person, and submitted, along with the NOI form, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

We concur that the Town of Lancaster should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance.

If you have any questions, please feel free to contact Bruno DiBella or me at 716/851-7165.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark F. Passuite', with a long horizontal flourish extending to the right.

Mark F. Passuite
Deputy Regional Permit Administrator

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TOWN OF LANCASTER
HIGHWAY DEPARTMENT
525 PAVEMENT ROAD
LANCASTER, NY 14086

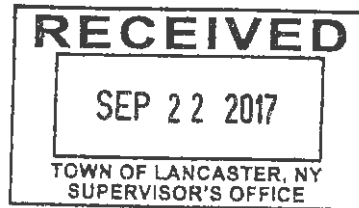
Daniel Amatura
Highway Superintendent
Tel (716)683-3426
Fax (716)685-0271

TC-FOR COMM
OK FOR RES
COMMUNICATIONS

9/22/17
(PC)

September 21, 2017

Honorable Town Board
21 Central Avenue
Lancaster, NY 14086



Re: One New and Unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader

Dear Honorable Town Board:

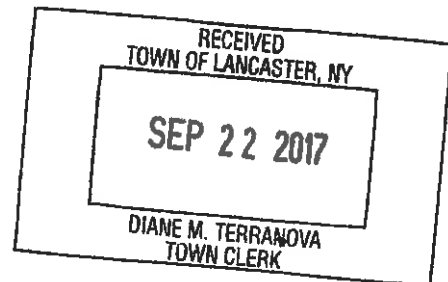
I respectfully request that the Town Board authorize publication of a bid for a New and Unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader with advertising to begin on Thursday, October 5, 2017 and bids to be opened up at 10:00 am on Thursday, October, 19, 2017. This new and unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader will be paid for out of the bond authorized May 15, 2017 for Highway Equipment.

If you have any further questions, please do not hesitate to contact me.

Respectfully yours,

Daniel Amatura
Highway Superintendent
Town of Lancaster

DA/kak
Attachments



Cc: Dave Brown, Director of Administration
Johanna Coleman, Town Supervisor
Kevin Loftus, Town Attorney
Diane Terranova, Town Clerk

TOWN OF LANCASTER, NEW YORK

SPECIFICATIONS

FOR

One New and Unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader

NOTICE TO BIDDERS:

Sealed bids will be received by the Town Clerk of the Town of Lancaster, or her designee, at the Lancaster Town Hall, 21 Central Avenue, Lancaster, New York, until 10:00 o'clock AM, local time, on Thursday, October 19, 2017 furnishing to the Town of Lancaster, the following equipment:

One New and Unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader

GENERAL SPECIFICATIONS:

TAX:

No federal, state, county, or local taxes are to be included in the purchase price. Purchases by the Town of Lancaster are exempt from these taxes.

PRICE:

Price shall be net, F.O.B. point of delivery, Town Highway Department Garage, 525 Pavement Road, Lancaster, New York 14086.

INFORMATION TO BE FURNISHED WITH BID:

Bidder must submit with his bid detailed specifications, circulars, and all other necessary data on the equipment he proposes to furnish.

INFORMATION TO BE FUNISHED BY SUCCESSFUL BIDDER:

The successful bidder, at time of delivery, must provide to the Town of Lancaster, a resume of specific specifications applicable solely to the equipment being delivered.

REJECTION OF BIDS:

The town Board of the Town of Lancaster reserves the right to reject any or all bids and to waive any informalities.

QUALIFICATION OF BIDDERS:

No bid will be considered unless the firm submitting the bid is representative of a manufacturer who can meet the following conditions:

- 1) That is has in operation, a factory adequate for and devoted to the manufacture of the equipment, which it proposes to furnish.
- 2) That is has in operation, and has had at least twelve (12) months prior to the time of bid opening, a service facility within a reasonable distance of the using agency equipped with spare parts, which can be delivered and installed within twenty-four (24) hours.
- 3) That there are at least twenty-five (25) units of the type and size bid upon which have been in satisfactory operation for a period of one (1) year.

WITHDRAWAL OF BID:

No bidder may withdraw his bid within sixty (60) days after the opening thereof, but may withdraw at any time prior to the opening thereof.

BID SECURITY:

A certified check or bid bond, in an amount representing five percent (5%) of the "Gross Bid", to the Supervisor of the Town of Lancaster, shall accompany each bid.

DELIVERY DATE:

Delivery date is to be not more than one hundred twenty (120) days from date of delivery of vehicle to installation facility. Bidder to state exception if any. \$100.00 per day fine if not on time.

DELIVERY PLACE:

The equipment is to be delivered complete as per specifications to the Town of Lancaster Highway Department Garage, 525 Pavement Road, Lancaster, New York 14086.

ADDRESSING BIDS:

All bids shall be submitted in sealed envelopes, plainly marked One New and Unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader and addressed to:

Diane Terranova, Town Clerk
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086

BID FORM:

The "Bid Form" and "Specification Resume Form" (see attached sheets) must be filled out completely and accompany any and all bids. Failure to complete these forms shall be reason for disqualification.

The successful bidder shall provide a full one (1) year warranty from date of delivery, or manufacturer's standard warranty, whichever is greater. The warranty period shall not limit operating hours.

NON-COLLUSIVE BIDDING CERTIFICATE:

Each bid or proposal shall contain a Non-Collusive Bidding Certificate in accordance with Section 103-d of the General Municipal Law.

IMMUNITY WAIVER:

"The vendor hereby agrees, pursuant to the provisions of Section 103-a of the General Municipal Law, which requires that upon refusal of a person when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract".

- a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, by any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation of termination shall be paid."

EXTENSION OF CONTRACT

Bidder acknowledges that this bid may be extended to other municipalities, qualifying agencies or political subdivision as set forth under New York State General Municipal Law section (103), subdivision (3) section (1).

BID FORM

NAME OF
BIDDER: _____

ADDRESS OF
BIDDER: _____

We, the undersigned, agree to furnish as per specifications to the Town of Lancaster, New York:

One New and Unused 2018 Class 7 Freightliner M2-106 Dual Steer 4x2 35,000 GVWR Cab/Chassis with Truck Mounted ODB 25 Cubic Yard Vacuum Leaf Loader

FOR THE TOTAL SUM OF: \$ _____

A certified check or bid bond, in an amount representing five percent (5%) of the "Gross Bid" payable to the Supervisor of the Town of Lancaster is enclosed.

Attached, hereto, and separately executed is the Non-Collusive Bidding Certificate of the undersigned, and the Manufacturer's specifications.

We will deliver the vehicles within the time frame specified in the "Delivery Date" portion of the Specifications.

We understand that the Town Board reserves the right to retain any or all of the aforesaid "Trade-in" equipment rather than trade in.

Date this _____ day of
_____, 2017

(Name of Bidder)

SEAL
OF CORPORATION

Signed

(Authorized Representative)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

Signed

**TOWN OF LANCASTER HIGHWAY DEPARTMENT SPECIFICATIONS FOR
A NEW & UNUSED TRUCK MOUNTED ODB 25 CUBIC YARD VACUUM
LEAF LOADER MOUNTED TO A 2018 FREIGHTLINER M2-106
DUAL STEER CAB & CHASSIS**

1.0 General:	YES	NO	DEVIATIONS
1.01 The intent of these specifications is to cover the requirement to manufacture a heavy-duty one-man operated truck mounted self-contained debris collector that vacuums from the right (passenger) side of the unit.			
1.02 The design of the unit shall incorporate the latest available technology and engineering capacities.			
1.03 All bolts shall have aircraft quality nylon lock nuts on the unit and any component that is riveted shall use only stainless steel rivets.			
1.04 For superior strength and durability of the machine, tab and slot construction procedures shall be used for all metal fabricated components.			
1.05 The proposed unit shall be a current production model; proto type or obsolete units will not be considered.			
1.06 The proposed unit bid must be a regularly manufactured unit with at least ten (10) references available within the past two years (please provide references with bid).			
1.07 The leaf collection unit shall meet or exceed all OSHA, federal and state regulations and requirements.			
1.08 Each bidder must check either "Yes" or "No" for each section. If "Yes" is checked, bidder will be expected to supply exactly what is described. If "No" is checked, please provide a detail explanation of the deviation, no matter how minor it may be. If the bidder fails to respond either "Yes" or "No", the bid CAN be rejected for non-compliance.			
1.09 Chassis details; WB is 225", CA is 159", Frame overhang is 59", Clear frame rails BOC to rear suspension. The leaf loader unit, (body with Impeller & engine housing) shall not be more than 205" in length.			

2.0 Power:	YES	NO	DEVIATIONS
2.01 A four-cylinder 3.8 liter Kubota WG3800-G-E3 gasoline engine rated for a minimum 87HP minimum at 2600 RPMs that complies with current emissions.			
2.02 The engine shall have replaceable wet type cylinder liners.			
2.03 The engine is equipped with a 12-volt starter, alternator and a heavy-duty air cleaner.			
2.04 A heavy-duty muffler that is horizontally mounted shall be supplied.			
2.05 The engine sound rating shall be no higher than 80 dBA at 50 feet.			
2.06 For maximum safety, a 3" diameter stainless steel exhaust pipe shall route the engine exhaust out to the underside of the unit.			
2.07 To reduce the possibility of the radiator from becoming clogged with leaf dust, a pressurized "trash" style radiator shall be used.			
2.08 The radiator shall have a minimum of 3 cores to provide maximum cooling.			
2.09 For maximum engine cooling, an 18" diameter fan with seven 5" wide blades shall be provided.			
2.10 The fan blades shall be at a 40° chord angle and are capable of producing 7,600 cfm to pull the air through the radiator.			
2.11 The radiator shall be equipped with a bottom hinged secondary screen.			
2.12 The radiator screen shall be constructed out of 1/2" expanded metal backed up with 1/8" hardware screening. Screening smaller than 1/8" will not be acceptable.			
2.13 The pleated screen shall be constructed out of perforated steel with 1/8" holes. The use of fine window screening is not acceptable due to the lack of air that can pass through and the overall durability of it.			
2.14 The secondary radiator screen shall be held in place by two adjustable over-center clamps and can be opened and cleaned without powering down the unit. It shall be powder coated black.			
2.15 The engine air filter shall be mounted outside the engine compartment and have a Turbo III pre-cleaner. The air intake must be at least 24" from the engine exhaust discharge.			
3.0 Cab Mounted Controls:	YES	NO	DEVIATIONS
3.01 The auxiliary engine and hydraulic functions shall be controlled and monitored by an electronic control system with a master display module.			
3.02 The master display module shall have a 3.5" transfective TFT full color display.			
3.03 There shall be five navigation buttons and four "soft" function buttons to make interaction with the control simple for the operator.			
3.04 The master display module shall be mounted on a swivel mount system in between the driver seats.			
3.05 The swivel mount system shall allow the operator to rotate and or tilt the display module for optimal viewing from either side of the cab.			
3.06 The control system shall monitor the auxiliary engine's rpm's, water temperature, oil pressure and fuel.			
3.07 The display module shall show electronic gauges for all of the above engine functions.			

3.0 Cab Mounted Controls: (Continued)		YES	NO	DEVIATIONS
3.08	The control system shall indicate when fuel supply reaches 5% reserve and will shutdown the engine when a 2% reserve is reached.			
3.09	For engine protection, the control system will shut the engine down immediately if the water temperature becomes too high or loss of engine oil pressure.			
3.10	The following conditions will cause the control system to perform a safe engine shutdown mode: turning the control system off; trap door on blower housing open; high hydraulic oil temperature; and low fuel.			
3.11	The safe engine shutdown mode function will automatically lower the engine's rpm's down to an idle, disengage the clutch/PTO and allow the engine to run for approximately 30 seconds after a system error has occurred.			
3.12	The control system will not let the clutch/PTO engage if the engine's rpm's are higher than 900 rpm's.			
3.13	The control system will automatically disengage the clutch/PTO if the engine has been running too long at idle.			
3.14	There shall be a true "Emergency" kill switch located on the control panel that will shut down everything immediately.			
3.15	The control system shall also oversee all hydraulic functions of the unit including the 3-axis hose boom, hydraulic dump and rear door latches.			
3.16	There shall be a provision that will not let the hopper raise the load until the rear door latches have first been opened.			
3.17	The display monitor also has an emergency mode that will allow you to work all the hydraulic functions but will disable the clutch and engine rpm functions.			
3.18	The control system shall also have the capability to log and store critical engine and hydraulic functions to assist with maintenance.			
3.19	The control system shall have the capability of remote access via telephone modem for diagnostics purposes.			
4.0 Engine Enclosure:		YES	NO	DEVIATIONS
4.01	The engine is fully enclosed in a custom metal housing.			
4.02	The enclosure shall have front and rear access doors that protect operators from all belts, fans and moving parts.			
4.03	Front and rear access doors shall have stamped louvers for optimum ventilation.			
4.04	The top of the engine enclosure shall be completely removable without the use of tools; enclosures that are bolted together are not desirable.			
4.05	All access doors shall be securely held in place by adjustable twist latches.			
4.06	The top of the engine compartment shall have hinged doors for convenient access to the radiator cap and oil fill.			
4.07	Adjustable twist latches shall secure the top access door.			

5.0 Fuel Tank:	YES	NO	DEVIATIONS
5.01 A 40-gallon minimum capacity fuel tank separate from the chassis shall be supplied.			
5.02 The tank shall be constructed out of the strongest of cross link polyethylene resins and is rotomolded in a manner to have a wall thickness of ¼" over the entire surface of the tank.			
5.03 Stainless steel, aluminum or steel fuel tank(s) are not desirable due to their corrosive nature and or their tendency to crack due to vibration with this type of machine.			
5.04. Tank must have label stating "GASOLINE ONLY".			
6.0 PTO and Power Transmission Belt Drive:	YES	NO	DEVIATIONS
6.01 The power take off is a heavy-duty spring loaded automotive type clutch with a 2-1/4" diameter hardened shaft.			
6.02 PTO shaft shall turn on 2 roller bearings that are pressed into the housing.			
6.03 The PTO shall be separate from the clutch assembly and bolt directly to the engine bell housing.			
6.04 The clutch shall consist of an automotive style industrial quality 13" pressure plate and a one-piece clutch disc.			
6.05 All clutch linkage must be on the outside of the housing so that it is not necessary to remove the clutch housing for adjustments.			
6.06 Power is transferred from the engine to the impeller shaft via a 4-grooved power band belt.			
6.07 Power band belt shall provide the suction fan with a 1:1 ratio with the engine PTO shaft speed.			
6.08 The engine shall be capable of turning the suction impeller 2,400 RPM's when operating.			
6.09 Both of the drive pulleys shall have a minimum diameter of 11".			
6.10 To minimize belt stretching, the maximum distance between the engine PTO shaft and the impeller drive shaft shall be 18".			
6.11 Means of adjusting the belt tension shall be by raising and lowering the height of the engine via four (4) threaded sleeves. Sliding the engine from side to side to adjust the belt tension is not desirable.			
6.12 The engine base that supports the threaded adjustment sleeves shall have a minimum thickness of ½".			
6.13 To aid the replacement of the power band belt, a cam rod shall be supplied so that the PTO end of the engine shall be capable of being raised a minimum of 1-1/2".			
7.0 PTO Safety Engagement System:	YES	NO	DEVIATIONS
7.01 The PTO and clutch shall be equipped with a non-electric safety engagement system that prevents abrupt engagement of the PTO at high RPM's. Information MUST be provided with bid packet on this item.			
7.02 The PTO and clutch shall have an adjustable hydraulic cylinder that automatically ensures that every engagement is exactly the same no matter what operator activates it.			
7.03 The assist cylinder shall be leak proof and incorporate a constant velocity speed control to ensure precise engagement speed of the PTO every time.			
7.04 Bidder shall supply of a list of ten (10) references that are currently using a PTO safety engagement system on their unit.			
7.05 For safety reasons, the operator must be able to completely disengage the drive mechanism while the engine is running; fluid drive couplers are not desirable alternatives to the PTO safety engagement system.			

8.0 Skid Main Frame:	YES	NO	DEVIATIONS
8.01 The skid frame is constructed of heavy-duty enclosed tubular steel, formed and welded for a properly balanced frame.			
8.02 The frame is constructed out of 3" x 8" tubular steel with ¼" thick walls.			
8.03 The skid shall be properly installed and mounted on the chassis frame by the successful bidder.			
9.0 BE Series Box Container (Bottom Exhaust):	YES	NO	DEVIATIONS
9.01 The box has a useable inside capacity of not less than 25 cubic yards and is self-dumping.			
9.02 Top of the box is equipped with three easily removable ½" expanded metal mesh screens with a smaller 1/8" metal screening on the inside of the box for proper ventilation. The use of larger sized screening or dust tarps is not desirable.			
9.03 The top screens slide into a channel and are bolted in place for ease of replacement.			
9.04 Top screens shall be capable of being removed without requiring personnel to enter the interior of the hopper.			
9.05 Hinged access panels with over-center latches shall be provided to gain access to the top screens.			
9.06 To ensure that all material exits the hopper during the dumping cycle, both interior sides of the hopper shall be solid steel panels.			
9.07 The box is constructed out of 12-gauge steel and shall be bolted to the platform floor should replacement be necessary.			
9.08 The box is structurally supported by a minimum of four 3" channels vertically positioned on the sides and tied into cross members across the top. Units without top cross members are not desirable.			
9.09 The interior walls of the box are smooth and the floor has drain holes to help eliminate additional water weight.			
9.10 The floor of the box shall be supported by channel cross members.			
9.11 The front of the box shall extend over the suction blower and engine to provide additional protection.			
9.12 Front of the box shall be angled at approximately 45 degrees to provide a built-in brush guard to guide low hanging branches up and over the unit.			
9.13 There shall be a ¼" thick abrasion resistant deflector and an in-line deflector to insure proper settlement of leaves in the box.			
9.14 There shall be metal ductwork so to direct the exhausted air across the top of the box, down the sides and exit at the bottom of the unit.			
9.15 At the final exit point of the exhausted air shall be angled inward towards the bottom center of the unit.			
9.16 To help dissipate the exhausted airflow, the air exhaust ducting shall be at it largest opening at the final exit point of the system.			
9.17 The box is equipped with a single top hinged rear door securely fastened at the bottom corners of the door.			
9.18 The rear door shall have adjustable tension trusses on each side to maintain a proper seal.			
9.19 The rear door latch mechanism shall be hydraulically controlled from inside the cab.			
9.20 As a safety feature, the hopper shall not be able to dump unless the rear door latches have been opened.			

10.0 Dumping Hoist:	YES	NO	DEVIATIONS
10.01 The box is dumped via a scissors style lifting mechanism incorporating twin hydraulic cylinders capable of dumping 26.6 tons.			
10.02 Both dumping cylinders shall have a 5" diameter piston with a minimum stroke of 27".			
10.03 The lift mechanism is powered up and down. Single acting dump systems are not desirable.			
10.04 The hopper shall be capable of dumping to not less than a 52° dump angle to assure that all material exits the hopper.			
10.05 The rear dumping hinge assembly shall be a minimum of 1/2" thick steel with a 2" diameter pins.			
10.06 The dumping hoist shall come standard with a five-year warranty provided by the hoist manufacture.			
10.07 The dumping of the hopper shall be from within the cab and activated by the electronic control system.			
10.08 There shall be a hydraulic check valve incorporated into the container box dump cylinders that prevents the box container from falling should a hydraulic line, hose or fitting fail.			
10.09 The hopper shall have a solid 2" diameter steel shaft mounted from the center of the hopper front floor to align with a guide system to realign the hopper and the blower housing when the hopper is lowered back down into a working position.			
10.10 The unit shall be designed so that the hopper cannot be raised until the rear door latches have been opened.			
11.0 Hydraulic Systems:	YES	NO	DEVIATIONS
11.01 The unit shall be equipped with independent hydraulic systems to provide proper flow and pressure to the dump hoist; rear door latches and 3-axis hose boom assembly.			
11.02 The unit shall have a gear driven hydraulic pump that is directly coupled to the engine's auxiliary drive. Belt driven or electric/hydraulic pumps are not acceptable.			
11.03 Hydraulic speed for all boom functions will be adjustable from 0-100% by the control system.			
11.04 There shall be a multi-port proportional valve body designed to operate all the hydraulic functions.			
11.05 Each section of the valve body shall have electric solenoids to proportionally activate the proper hydraulic function.			
11.06 The proportional valve shall allow for multiple hydraulic functions at the same time			
11.07 A hydraulic reservoir is supplied with a suction and return hydraulic filter.			
11.08 Hydraulic tank shall be conveniently mounted on the side of the chassis frame and include a sight gauge and fill cap that are easily accessible.			
11.09 All hydraulic hoses shall be securely fastened with clamps and protective sheathing.			
11.10 Hydraulic rubber hoses laying on the deck or not securely fastened will not be accepted.			
11.11 All hydraulic hoses shall be supplied with JIC swivel type fittings and straight thread o-rings fittings.			

12.0 Suction Impeller:	YES	NO	DEVIATIONS
12.01 The impeller diameter shall be a minimum of 32" with 6 gusseted blades.			
12.02 The blades are constructed out of 3/8" thick abrasive resistant steel with a Brinell hardness exceeding 360.			
12.03 For maximum vacuum and superior wear characteristics, the suction blades shall be straight (flat) with no curve or cups formed in them.			
12.04 The suction blades are to be robotically welded to a backing plate.			
12.05 The impeller back plate shall have a minimum thickness of 1/4".			
12.06 The suction impeller blades shall be keyed and notched into the back plating.			
12.07 Each impeller blade shall have fully enclosed gussets on the backside for support and shall be designed so material cannot accumulate on the gusset.			
12.08 The suction impeller blades shall have a gently serrated tip to lower the operating noise level.			
12.09 The suction impeller shall be secured to the drive shaft via a taper locking hub to provide a better-fit and easy removal.			
12.10 The taper locking hub shall have a safety ring to protect it from direct impact of foreign material.			
12.11 The suction impeller shall be both statically and dynamically balanced.			
12.12 The suction impeller shall be stress relieved via Bonal stress relief technology. This will ensure the safest and most durable impeller. A copy of the Bonal stress report shall be supplied with the new unit			
13.0 Impeller Support Shaft (Belt Drive)	YES	NO	DEVIATIONS
13.01 The impeller is supported by a minimum of 2-1/4" diameter shaft.			
13.02 The impeller shaft shall be supported by two (2) 2-1/4" diameter four bolt flange bearings.			
13.03 The four bolt flange bearings shall have a double row of precision spherical roller bearings and shall utilize an eccentric locking collar to lock to the shaft.			
13.04 The impeller bearings shall be heavy-duty type with a minimum dynamic load rating of 26,500 pounds.			
13.05 The impeller bearings shall be heavy-duty type with a minimum static load rating of 31,000 pounds.			
13.06 The flange bearings shall be mounted to steel plates with a nominal thickness not less than 7/16".			
13.07 The flange bearings shall have a Teflon seal to prevent any foreign material from seeping through the blower-housing opening.			
13.08 After the removal of the blower housing cover plate, the entire suction fan, shaft and bearings shall be removable as a complete assembly by the removal of only 8 bolts.			

14.0 Blower Housing:	YES	NO	DEVIATIONS
14.01 Blower housing shall be located at the curbside of the truck & bolted in place.			
14.02 The outer scroll of the blower housing is constructed out of 10-gauge steel.			
14.03 The front and back plates of the blower housing are constructed out of 7-gauge steel.			
14.04 The interior of the housing is equipped with a two-piece slip in liner constructed out of ¼" thick abrasion resistant steel that requires no bolts.			
14.05 The main liners shall have ¾" thick urethane adhered to them.			
14.06 An additional bolt in ¼" thick liner shall be provided to protect the housing from material that gets carried over before it exits the housing.			
14.07 An inspection/clean out door is provided with a safety kill switch that shuts the engine down when opened or improperly closed.			
14.08 The inspection/clean out door shall be side hinged.			
14.09 The bottom of the blower housing shall have a drain to help prevent water from accumulating when not in use.			
15.0 Intake Hose:	YES	NO	DEVIATIONS
15.01 The intake hose shall be 16" diameter x 144" long of heavy-duty wire reinforced flexible urethane hose with a wall thickness of 0.70".			
15.02 The hose support tube shall connect to a metal hose support band wrapped around the hose for a secure and safe connection. The use of rubber or belting materials to support the weight of the intake hose is not desirable.			
15.03 The intake hose is equipped with a 16" nozzle that is constructed out of 12-gauge steel.			
15.04 The suction nozzle shall be connected to the boom assembly via an I-beam structure that is designed to pivot at both ends. This design provides a secure connection for both vertical and horizontal movement of the assembly.			
15.05 The suction nozzle shall have wear strips welded to the bottom to prevent the nozzle from being sucked to the ground surface.			
15.06 The suction hose shall be secured to the straight inlet via an over-center clamp.			
15.07 The hose shall be capable of pivoting forward or reward and secure itself to the unit for transport without having to remove the hose.			
16.0 Exhaust Duct:	YES	NO	DEVIATIONS
16.01 A rectangular extension of the blower housing shall couple to the bottom side of the box that extends over the engine and blower housing.			
16.02 There shall be 1.5" thick closed cell rubber gasket to insure a proper seal between and the blower housing and the box.			
16.03 The rubber gasket shall be mounted to a transition piece that is easily adjusted to maintain a proper seal.			

17.0 Hydraulic Boom:	YES	NO	DEVIATIONS
17.01 The intake hose boom shall be a 3-axis (in/out, up/down & forward/reverse) that is hydraulically operated.			
17.02 The boom assembly must be capable of having a 180° working arc that allows the hose to be pointed toward the front of the truck and swing all the way towards the rear of the truck.			
17.03 The boom shall raise and lower by a hydraulic cylinder with a minimum 1-1/2" diameter piston with a minimum stroke length of 12".			
17.04 A double acting hydraulic cylinder shall provide the in/out function of the boom assembly.			
17.05 A hydraulic motor coupled to a single reduction spindle planetary wheel drive shall provide the 180° forward/reverse boom motion.			
17.06 Single 2" diameter 4-bolt flange bearings shall support the 3-axis pivot shaft.			
17.07 Adjustable boom "stops" shall be provided to limit the forward/reverse motion of the boom assembly.			
17.08 The hydraulic boom shall be capable of working off of the front bumper of the truck and store along the side of the hopper.			
17.09 Units that store along side the passenger's side of the cab are not desirable.			
17.10 The pivot point of the boom shall include a bushing and grease fitting for proper lubrication.			
17.11 The 3-axis hydraulic boom assembly shall be mounted directly over the center of the suction hose so that it can work freely to the front or rear of the unit.			
17.12 The hydraulic boom shall be straight for maximum strength, booms with kinks or bends are not desirable.			
17.13 The first section of boom shall be constructed out of a minimum of 4" x 4" x 1/4" tubing; the second section out of 2" x 3" x 1/4" tubing.			
17.14 The boom assembly shall be mounted to 4" square tubing H-frame that is attached to the 3" x 8" mainframe of the unit.			
17.15 The entire H-frame assembly shall have a hinge assembly that allows it to swing completely out of the way to gain full access to the blower housing.			
17.16 Complete access for service & maintenance of the impeller & blower housing liners shall not require the removal of the suction hose or 3-axis boom.			
17.17 Boom controls shall be located in side the cab of the truck.			
17.18 A 3-way joystick shall be used to control the functions of the boom assembly.			
17.19 The joystick will determine how fast the desired boom function is based on how much pressure is applied to the joystick.			
17.20 The joystick shall control the hydraulic boom functions up/down, in/out, and forward/reverse as well as each functions speed.			
17.21 The joystick shall have the ability to adjust the engine's rpm's.			
17.22 The joystick shall have the ability to raise and lower the hopper dump function.			
17.23 The joystick must incorporate a "dead man" trigger that must be pulled in order to activate the joystick.			

18.0 Mounting:	YES	NO	DEVIATIONS
18.01 The unit shall be mounted to the truck chassis using standard body mounting procedures.			
18.02 The unit shall have two oak strips in between the truck frame and the unit frame along with all necessary mounting hardware shall be supplied.			
18.03 Poly rear fenders shall cover the rear tires.			
18.04 All wiring shall be run through protective looming and have protective rubber grommets when passing through steel openings. Also, all connections shall have dielectric grease & heat shrink applied.			
18.05 There shall be a rear bumper mounted approximately 19" from the ground.			
18.06 The bumper shall have four flush mounted LED type stop and taillights with turn signal indicators.			
18.07 LED type clearance lights and red/white reflective tape shall be supplied.			
18.08 At the rear of the unit four (4) ENFSRV2A-PC High Intensity LED amber flasher lights shall be flush mounted within the skirting and the roof of the box container. Lights mounted on the rear door of the unit are not desirable.			
18.09 There shall be four (4) ENFSRV2A-PC high intensity LED amber type flashing lights mounted on a light bar behind & above the cab facing forward.			
18.10 A rear mounted color camera system that includes audio. System must turn on when transmission is placed in reverse. A 5.6" full color monitor shall be mounted in the cab viewable from both driving position.			
19.0 Paint:	YES	NO	DEVIATIONS
19.01 Automotive style paint shall be provided. Color shall be OMAHA ORANGE #3004.			
19.02 To provide the long lasting paint job, all components must be painted prior to assembly. No exceptions to this requirement.			
19.03 Units that have latches, bolts, nuts, wires, cables, bearings, filters or grease fittings painted will not be accepted.			
19.04 The unit's engine shall be left the original color so that no wires or labels are painted over. No exceptions to this requirement.			
19.05 The entire unit must be painted with a finish coat including under the hopper decking and engine compartment.			
19.06 All hardware shall be cadmium plated and left unpainted.			
19.07 Each component shall be properly prepared, primed with an acid etching primer, than painted with two coats of OMAHA ORANGE #3004.			
19.08 The skid frame and underside of the container box shall be painted black.			

20.0 Warranty and Manuals:	YES	NO	DEVIATIONS
20.01 The entire unit shall carry a one-year warranty for parts and labor against manufacturing defects and materials.			
20.02 The engine and the PTO clutch shall have a minimum two-year warranty.			
20.03 An unconditional 30-day guarantee shall be submitted on the bidder's letterhead stating, "If the end user is not pleased or satisfied in the quality and performance of the proposed equipment within 30 days after delivery, a full refund including freight will be furnished to the customer."			
20.04 Delivery shall be included in the cost of the unit.			
20.05 Training DVD shall be provided showing maintenance and operating procedures.			
20.06 Complete parts, operating and service manuals for both the unit and the engine shall be supplied on cd-rom.			
20.07 Unit shall be provided with all safety decals.			
20.08 One set of ALL filters & filter numbers shall be included.			

**TOWN OF LANCASTER, NY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR A NEW & UNUSED 2018 CLASS 7
FREIGHTLINER M2-106 DUAL STEER 4X2
35,000 GVWR CAB/CHASSIS FOR USE WITH AN ODB
SCL800SM-3X 25 CUBIC YARD LEAF LOADER**

1. ENGINE	YES	NO	DEVIATION
1.1. Engine shall be a Cummins ISL 8.9 liter. NO EXCEPTIONS			
1.2. Power output shall be rated at 270 HP/ 800 lb-ft Torque			
1.3. Shall utilize spin-on filters which includes oil, fuel & coolant. Air filter shall be under the hood. Shall have a 12 volt heated fuel/water separator.			
1.4. Shall use a Horton Drivemaster fan clutch or equal.			
1.5. Cummins air compressor shall be 18.7 CFM minimum.			
1.6. Alternator shall be 160 AMP minimum.			
1.7. Coolant shall be a long life type to -30F.			
1.8. Radiator shall be a heavy duty, 1100 square inch high capacity type.			
1.9. Exhaust/after treatment system to be horizontally mounted on the right side of the chassis.			
1.10. Air dryer shall be a Bendix AD-1S heated mounted behind cab.			
1.11. 1000 watt block heater.			
1.12. Horton Drivemaster on/off fan clutch with dash control.			
1.13. Right hand horizontal after treatment device & tailpipe.			
1.14. Group 31 12 volt 1850 CCA batteries mounted left side frame under cab.			
1.15. Electric disconnect switch inside cab on driver's side.			
1.16. Positive & negative jump start posts.			
1.17. Delco 12 volt 38MT series heavy duty starter.			
2. AUTOMATIC TRANSMISSION			
2.1. Transmission shall be an Allison 3500RDS series 6 speed			
2.2. Shall use Castrol Transynd Synthetic transmission fluid.			
2.3. Transmission ECM shall located either in the cab or on the firewall.			
2.4. T-Handle Shifter shall be mounted within easy reach for the driver.			
2.5. Shall be PTO ready with a dash mounted switch to engage.			
2.6. Shall have a water to oil transmission cooler.			
2.7. Interface wiring & PDM with end of frame connection.			

3. FRONT AXLE & EQUIPMENT			
3.1. Axle rated at 12,000 lbs./springs rated at 14,600 lbs.			
3.2. Steering stops shall be adjusted for maximum wheel cut.			
3.3. Springs shall be leaf type.			
3.4. Wheel bearings shall be in synthetic oil with Scotseal Plus seals & CR caps.			
3.5. Shall have S-cam air brakes with automatic slack adjusters & dust covers. (Meritor 16.5 x 5 Q-Plus brakes with cast iron drums)			
3.6. Shall have shock absorbers & HD stabilizer bar.			
3.7. DUAL Steering shall be TRW THP-60.			

4. REAR AXLE & EQUIPMENT			
4.1. Rear axle shall be a Meritor 23,000 lb capacity with a 6.43 to 1 gear ratio.	YES	NO	DEVIATIONS
4.2. Differential lock will be dashboard mounted switch with buzzer & light.			
4.3. Shall have Meritor automatic slack adjusters & dust shields.			
4.4. Shall have Meritor S-cam air brakes mounted to the backside of the axle. (Meritor 16.5 x 7 Q-Plus Brakes with cast iron drums)			
4.5. Suspension shall be a custom 30,000 lb rear spring suspension with steel helper springs & radius rods, modified & designed to maintain SCL800SM-3X 25 cubic yard leaf collector in a level position in both static empty as well as a fully loaded condition.			
4.6. Rear axle shall be filled with Synthetic oil & use Scotseal Plus XL oil seals			
4.7. Shall have a Meritor 1/7T driveline with half round yokes.			
4.8. Air brake system shall be WABCO 4S/4M ABS			
4.9. Meritor SS1200 Plus heated air dryer			
4.10 Pull cables on air reservoirs (mounted under RH cab steps)			
5. FRAME & FRAME MOUNTED EQUIPMENT			
5.1. Frame shall have a minimum strength of 120,000 psi yield and 2,040,000 RBM. Size shall be 10 5/16" x 3.5" x 11/32" minimum. Section modulus: 16,979 cu. in. per rail			
5.2. CA dimension shall be 159" with a 59" frame overhang. 225" WB			
5.3. Fuel tank shall mounted on the left side of the frame, under the door, with steps for cab access. Fuel capacity shall be 50 gallons minimum.			
5.4. The 6 gallon DEF tank shall be mounted next to the fuel tank.			
5.5. Shall have a Davco Diesel Pro 243 12V heated water/fuel separator.			
5.7. Front bumper shall be manufacturer's standard.			
5.9. Tow hooks shall be mounted on the front & rear of frame.			
5.10. Body builder(Interface & PDM) wire harness @ frame end.			
5.11. Crossmembers shall be placed for maximum strength using Huck bolts.			
5.12. A backup alarm (87-112 decibel) shall be mounted at the rear frame.			

6. CAB WITH DUAL CONTROLS		YES	NO	DEVIATIONS
Shall have a modified dashboard (console removed) with custom dash switch arrangement as required for left or right side LH and RH gauge panels with speedometer, tachometer, oil pressure, engine coolant temperature, air pressure, transmission oil temperature, voltmeter, hour meter, and fuel gauges Intake mounted air restriction gauge with graduations (Cruise control) Three extra dash rocker switches wired to back of cab One hot wire to back of cab – controlled by disconnect				
6.1.	106" BBC spring suspended conventional cab with fiberglass tilt hood.			
6.2.	Shall have tinted glass with operating wing windows.			
6.3.	Powered & Heated 7"x 16" mirrors & 8" convex mirrors. Dual fender bright mounted 8" bright finish convex mirrors.			
6.4.	Left & Right side Grab assist handles for safe cab access.			
6.5.	Single 11" air horn under deck, dual electric horns.			
6.6.	LED lighting shall be used on entire truck with turn signals on fenders.			
6.7.	Complete dual gauge package included transmission temperature.			
6.8.	Air suspended vinyl driver & passenger seats with arm rests.			
6.9.	Full cab climate control/defroster with electronic controls.			
6.10.	Dual Tilt steering with 18" 4 spoke steering wheels.			
6.11.	Heavy Duty floor covering.			
6.12.	Four dash mounted switches for upfitter equipment.			
6.13.	AM-FM Weatherband radio.			
6.14.	Intermittent windshield wipers.			
6.15.	Storage compartment on inside back of cab between seats.			
6.16.	Cab interior lights operated by door switches and switch on dashboard.			
6.17.	Complete sound dampening insulation.			
6.18.	Fire extinguisher & safety triangles.			
6.19.	Dual dash mounted cup holders.			
6.20.	Custom gray vinyl interior, aluminum scuff plates on doors.			
6.21.	Solid state circuit protection & fuses.			
6.22.	Dome light activated both doors.			
6.23.	Removable bug screen mounted in front grill.			

7. TIRES & WHEELS	YES	NO	DEVIATIONS
7.1. Tire size shall be 11R22.5(14PR)			
7.2. Rear tires shall have mud & snow tread.			
7.3. Wheels shall be 10 hole hub piloted 22.5 x 8.25 Accuride painted white.			
7.4. One spare steer tire & wheel shall be provided.			
7.5. Tires shall be North America sourced.			
8. OTHER/GENERAL			
8.1. 3 year warranty on complete truck & 5 years on all drivetrain components.			
8.2. All parts & service manual on truck & all components.			
8.3. One set of all filters shall be provided.			
8.4. Truck to be delivered to ODB then to Town Highway Department after installation is complete.			
8.5. Truck Color shall be Omaha Orange #N3004 .			

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SUPERVISOR
Johanna M. Coleman

COUNCIL MEMBERS

John M. Abraham Jr.
Dawn Gaczewski
Ronald Ruffino Sr
Matthew Walter



Department of Parks,
Recreation & Forestry

Park Crew Chief
Mark D. Lubera

525 Pavement Road
Lancaster, NY 14086
716-684-3320 phone
716-685-3497 fax

September 21, 2017

Johanna Coleman, Supervisor
Honorable Council Members
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086

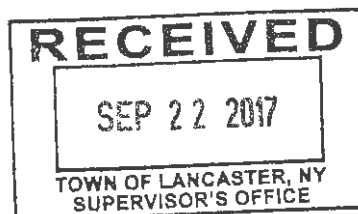
TC - FOR COMM
OK FOR RES.

(22) 9/28/17

Dear Supervisor Coleman and Honorable Council Members:

Please adjust the rate of pay for the following employees to \$12.00 per hour, due to the minimum wage increase. These are part-time permanent employees for our fall/winter basketball program held on Saturdays.

Brian Alley
MacKenzie Garby
Howard Huxley
Stephen Huxley
Joseph Jankowski
Gerald Manhard
Anthony Markut
Dennis Mescall
Steven Musso
Matthew Palma
Nicholas Smith



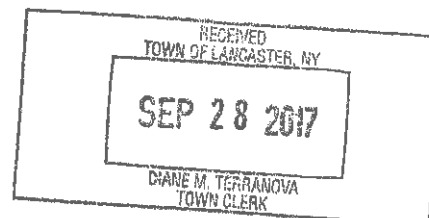
I would like to request a resolution be placed on the agenda for the Monday, October 2, 2017, Town Board meeting. This rate of pay will be effective as of November 1, 2017. If additional information is needed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mark D. Lubera".

Mark D. Lubera
Park Crew Chief

MDL/jw



DIANE M. TERRANOVA, TOWN CLERK
TOWN OF LANCASTER
21 CENTRAL AVE.
LANCASTER, N.Y. 14086
AREA CODE 1-716 683-9028

648

COPY

September 25, 2017

The Honorable Town Board
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086

Re: SPECIAL USE PERMIT -
Royal Car Wash
6645 Transit Road


COPY

Ladies/Gentlemen:

Enclosed is the above referenced Special Use Permit Application for your review and determination pursuant to Chapter 50-46 of the Code of the Town of Lancaster.

Sincerely yours,

OFFICE OF THE TOWN CLERK


Diane M. Terranova
Town Clerk

COPY

DMT/dm
Encl.

cc: M. Fischione, Building Inspector
K Loftus, Town Attorney
G. Gill, Jr., Police Chief
Anthony J. Daniele, Royal Car Wash (Letter only)

COPY

COPY



September 21, 2017

Lancaster Town Board
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086

RE: Application for Special Use Permit – 6645 Transit
Road, Lancaster

Dear Honorable Town Board of Lancaster,

The Daniele Family of Companies desires to construct and operate a 4000-square-foot +/- Express Exterior Car Wash at 6645 Transit Road in the town of Lancaster. The property has been vacant land for as long as we can tell and we believe this development will improve the value for the adjacent properties.

The Car wash construction will not create a hazard to health, safety or general welfare to the public nor will it alter the character of this highly commercialized district.

We look forward to joining the Lancaster business community and being a good neighbor in the area.

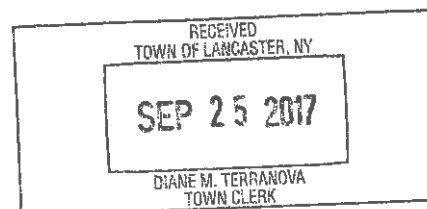
Sincerely,

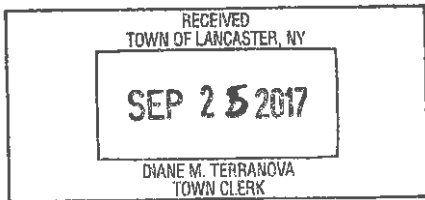
Anthony J. Daniele

co-owner

585-943-4055

ajd@danielefamil.com





K-10045
Fee Received \$ 700.⁰⁰
Date: 9/25/17

TOWN OF LANCASTER
APPLICATION FOR SPECIAL USE PERMIT

To: TOWN BOARD

The undersigned hereby make(s) application for a COMMERCIAL special use permit concerning certain premises in the Town as follows:

1. Name and address of applicant/owner:

Royal Car Wash Lancaster, LLC
2851 Monroe Ave, Rochester, NY 14618

Location of premises:

6645 Transit Road
Lancaster, NY

SBL # 82.03-1-51.1

2. Present zoning classification of premises:

Commercial

3. Present use of premises, Example: vacant land, private residence, etc.:

vacant land

4. What are your plans for the premises?

Construction and operation of an Express Exterior
Car Wash

SIGNATURE

DATE

9/21/17

SECTION 809 - DISCLOSURE CERTIFICATE

CERTIFICATE REQUIRED TO BE EXECUTED BY EVERY APPLICANT FOR A VARIANCE, AMENDMENT, CHANGE OF ZONING, APPROVAL OF A PLAT, EXEMPTION FROM A PLAT OR OFFICIAL MAP, LICENSE OR PERMIT, PURSUANT TO THE PROVISIONS OF ANY ORDINANCE, LOCAL LAW, RULE OR REGULATION CONSTITUTING THE ZONING AND PLANNING REGULATIONS OF THE TOWN OF LANCASTER (SEE ATTACHED EXCERPT FROM GENERAL MUNICIPAL LAW)

CERTIFICATION A

1. The undersigned applicant, as defined in Section 809 of the General Municipal Law of the State of New York, for a (**underline appropriate application**) variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, hereby certifies that no State officer, or officer or employee of the County of Erie or Town of Lancaster, as defined in said section, has an interest in the person, partnership or association making application for said Royal Wash. Lancaster, LLC

2. I understand that any person who knowingly and intentionally violates the provisions of Section 809 of the General Municipal Law of the State of New York shall be guilty of a misdemeanor.

X 

X _____

CERTIFICATION B

1. The undersigned applicant, as defined in Section 809 of the General Municipal Law of the State of New York, for a (**underline appropriate application**) variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, hereby certifies that _____ is a State officer, or officer or employee of the County of Erie or Town of Lancaster, as defined in said section, who has an interest in the person, partnership or association making application for said _____ and that the extent of such interest is _____

2. I understand that any person who knowingly and intentionally violates the provisions of Section 809 of the General Municipal Law of the State of New York shall be guilty of a misdemeanor.

X _____

X _____

Signature of Petitioner and/or applicant

[Handwritten Signature]

Date

9/21/17

INDIVIDUAL

STATE OF NEW YORK

SS:

COUNTY OF ERIE

On this ___ day of _____, 20__, before me personally appeared
, the petitioner, to me known and known to me to be the individual described in and who executed the foregoing instrument and
_he acknowledged to me that _he executed the same for the purpose herein stated.

Notary Public or Deputy Town Clerk

CORPORATE

STATE OF NEW YORK

SS:

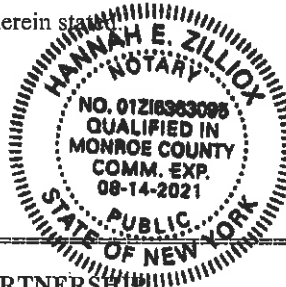
COUNTY OF ERIE

7 Anthony J. Daniele

On this 21 day of September, 2017, before me personally appeared

, to me known, who, being by me first duly sworn, did depose and say that _he resides in Pittsford NY, that _he is
the member of Royal Wash Lancaster, LLC the corporation described in and which executed the foregoing
instrument; that _he knows the Corporate Seal of said corporation; that the Corporate Seal affixed to said instrument is such
Corporate Seal; that it was affixed by order and authority of the Board of Directors of said corporation; and that _he signed his/her
name thereto by like order and authority for the purposes herein stated.

CORPORATE SEAL



Hannah E. Zilliox
Notary Public or Deputy Town Clerk

PARTNERSHIP

STATE OF NEW YORK

SS:

COUNTY OF ERIE

On this ___ day of _____, 20__, before me personally appeared
, the petitioner, to me known and known to me to be one of the firm of _____ described in and who
executed the foregoing instrument and _he acknowledged to me that _he executed the same as and for the act and deed of said
firm, for the purposes therein stated.

Notary Public or Deputy Town Clerk

CORPORATE SEAL

1. I, JACOBUS VAN DER BEEK

[illegible][illegible][illegible]



Town of Lancaster

BUILDING DEPARTMENT
21 CENTRAL AVENUE
LANCASTER, NEW YORK 14086

716-684-4171

FAX 685-5317

649
TOWN BOARD
Supervisor
Johanna M. Coleman

Councilmembers
John M. Abraham, Jr.
Dawn Gaczewski
Ronald Ruffino, Sr.
Matthew Walter

9/26/17

Lancaster Town Board
21 Central Ave.
Lancaster, NY 14086

RE: Application for Dumping Permit
George Ludwig
195 Westwood Rd.

Honorable Town Board,

Pursuant to Chapter 22-8 of the Code of the Town of Lancaster, the application for a dumping Permit has been reviewed and found to be in compliance with drainage discharge.

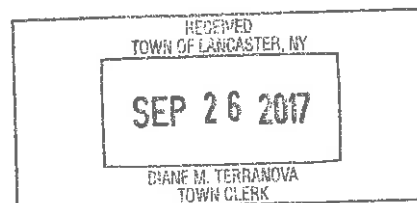
A recommendation for issuance is appropriate with the following conditions;

1. Material shall consist of clean dirt fill. No building demolition material such as wood, asphalt shingles, asbestos tile, etc. are permitted.
2. Access to the site shall be controlled to prevent unauthorized dumping of non-permitted materials.
3. Dirt, silt or sediment is prohibited from being tracked onto Westwood Road.
4. Fill area is to be graded and seeded to the proposed elevation upon completion of the fill operation.
5. Dumping is allowed between the hours of 7 am and 8 pm, Monday thru Saturday. No Dumping shall be allowed on Sunday.
6. Dust must be prevented from migrating off site.
7. Fill shall only be placed in the areas indicated on the plot plan.

Sincerely,

Matt Fischione, Code Enforcement Officer
Town of Lancaster Building Department
21 Central Avenue
Lancaster, NY 14086

MF



DIANE M. TERRANOVA, TOWN CLERK
TOWN OF LANCASTER
21 CENTRAL AVE.
LANCASTER, N.Y. 14086
AREA CODE 1-716 683-9028

Lancaster Bee - fax # 633-8601
Buffalo News - fax # 856-5150

DIANE M. TERRANOVA, TOWN CLERK
Town of Lancaster
21 Central Avenue
Lancaster, New York 14086
683-9028



PRESS RELEASE

September 27, 2017

Lancaster Town Clerk Diane M. Terranova announced today that as a courtesy to Town residents, the Tax Office will be open additional hours for the collection of School taxes. The Tax Office is open Monday through Friday 9 AM to 5 PM with the additional hours, as follows:

Monday, October 9, 2017 (holiday)	9 AM to NOON
Friday, October 13, 2017	9 AM to 6 PM
Saturday, October 14, 2017	9 AM to NOON
Monday, October 16, 2017	9 AM to 6 PM

For more information regarding Tax collection, please call the Office of the Town Clerk at 683-1328.

cc: Post on bulletin board

G:\WORK FOLDER\press release.doc

Dan Amatura

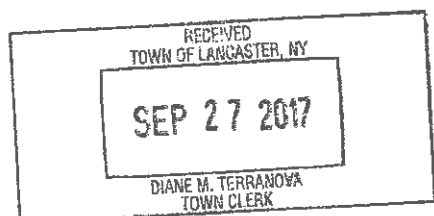
From: Dan Amatura
Sent: Wednesday, September 27, 2017 7:38 AM
To: Johanna M. Coleman; Dave Brown
Cc: Dawn Gaczewski; Ron Ruffino (); John Abraham; Matthew Walter; Kevin Loftus
Subject: 2018 Budget

Johanna

In regards to the 2018 budget that we discussed yesterday you informed me that you and Dave would have to look at the budget to make some cuts. I totally disagree with you that the cuts should be made by yourself and Dave without consulting the Department heads and the Town Board. I believe you should call a budget hearing meeting so that all parties are available for their input. I believe this is a true democratic way in arriving at a sound budget for the Town. I do not believe the Supervisor and the Finance Director should arbitrarily make cuts when we have to deal with our budget on a daily basis and have better knowledge of where cuts can be made.

Respectfully yours,

Daniel Amatura



652

SUPERVISOR
Johanna M. Coleman

COUNCIL MEMBERS
John M. Abraham Jr.
Dawn Gaczewski
Ronald Ruffino Sr
Matthew Walter



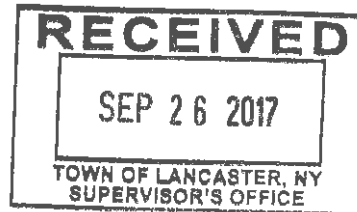
Department of Parks,
Recreation & Forestry

Park Crew Chief
Mark D. Lubera

525 Pavement Road
Lancaster, NY 14086
716-684-3320 phone
716-685-3497 fax

September 25, 2017

Supervisor Johanna Coleman
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086



TC- For Comm
COPY TO: D. Blow
J. FALMER

Dear Supervisor Coleman:

As per our conversation of Monday, September 25, 2017, you know that I have decided to keep our fall swimming program running by respectfully requesting that the following be done. A transfer of \$10,600.00 out of Playgrounds Account #001-7140-0103 into Pools Account #001-7180-0103.

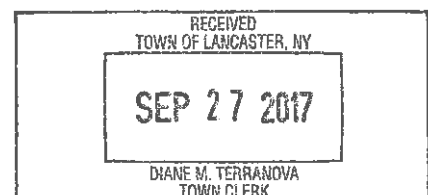
This transfer will effectively pay for our fall swimming program and erase the current deficit in the Pools Account #001-7180-0103. There will also be enough money left in the Playgrounds Account #001-7140-0103 to cover our Basketball program that starts in November and our Wrestling program that starts in December.

If you have any further questions or concerns, please do not hesitate to call me.

Sincerely,

Mark D. Lubera
Mark D. Lubera
Park Crew Chief

MDL:jw





Daniel Amatura
Highway Superintendent
Tel (716)683-3426
Fax (716)685-0271

September 26, 2017

Honorable Town Board
 Town of Lancaster
 21 Central Avenue
 Lancaster, NY 14086

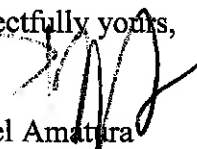
Re: Simme Road Guiderails

Dear Honorable Town Board

Attached please find two quotes for installation of guide rails on both sides of Simme Road. We solicited three vendors and only two responded. I would appreciate if the Town Board would sponsor a resolution to award this work to Pavilion Drainage Supply, 6630 Ellicott Street Road, Pavilion, NY 14525 in the amount of \$22,181.54. The funds for this project will be coming out of 03-5120-0215 Capital Outlay.

Should you require any other information, please do not hesitate to contact my office.


Respectfully yours,

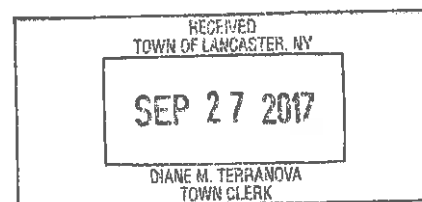
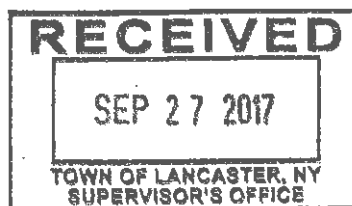

Daniel Amatura
Highway Superintendent
Town of Lancaster Highway

DA/mb

Cc: Johanna Coleman, Town Supervisor
 Diane Terranova, Town Clerk
 Kevin Loftus, Town Attorney
 David Brown, Director of Administration and Finances

TOWN OF LANCASTER
HIGHWAY DEPARTMENT
525 PAVEMENT ROAD
LANCASTER, NY 14086

TC - For Comm
OK FOR RES. 9/27/17
COMMUNICATIONS 
COPY TO D. BROWN
& J. FARMER



PAVILION DRAINAGE SUPPLY CO., INC.
PO BOX 219 * PAVILION, NY 14525 * Phone: (585) 584-3261
A Native American Business - M.B.E., D.B.E. Certified by NYSDOT

PROPOSAL

RE: SIMME ROAD - ERIE COUNTY

In the town of Lancaster

BID DATE: 09/26/2017

- A. Subcontractor will perform the Bridge Rail and Guide Rail work on subject contract, in accordance with the project specifications, under conditions and exceptions contained herein, for the following prices:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
606.10	252.00 LF	\$ 39.40 / LF	9,928.80
606.120201	2.00 EA	\$ 1,395.00 / EA	2,790.00
606.1203	2.00 EA	\$ 4,329.37 / EA	8,658.74
E619.9901	402.00 LF	\$ 2.00 / LF	804.00
T O T A L			\$ 22,181.54

BRIDGE RAIL TO BE COMPLETED BY LABORERS.

- B. The prices herein exclude the cost of:
1. Backfill or sealing of post holes.
 2. Replacement of blacktop and concrete.
 3. Anchor plates, bolts, nuts, & washers cast in precast beam.
 4. Placement of bridge rail anchors.
 5. Grout & mortar pads.
 6. Drill and grout of anchors.
 7. Patching & sealing around posts.
 8. All paint and/or painting.
 9. Any and all work involving excavation, embankment, grading and pipe extensions for guide rail end assemblies as shown on NYSDOT Standard Sheet 606-04.
- C. The Contractor will:
1. Do all grout and mortar pad work.
 2. Provide survey points and/or baselines as required by subcontractor.
 3. Provide a work area that is clean and clear of debris, material, equipment, supplies, etc.
 4. Provide necessary protection to prevent damage to curb and sidewalks by post pounder.
- Assure that:
5. All material required for bridge rail installation can be delivered onto the deck of the bridge by truck.
 6. Contractor's fall protection shall remain in place until subcontractor's work is completed.
 7. Subcontractor can complete all work in no more than one move on and off the project and will be paid \$1500 per move for additional moves.
- D. The Town of Lancaster will be listed as an additional insured on Pavilion Drainage's Commercial General Liability Policy for all ongoing and completed operations.
- E. If site cannot be accessed by machine due to conditions caused by General Contractor or within the General Contractor's control, posts will require hand digging and shall be left for installation by the contractor.
- F. *If the Town of Lancaster wishes to award the work described herein to Pavilion Drainage Supply Co. Inc. they may use this proposal as a letter of intent until formal agreements can be executed by signing where indicated below, returning this copy to Pavilion, and retaining a photocopy for their files. Pricing good until 10/11/2017 Signed proposal must be received within fifteen days of the letting date for these prices to be honored.*

PAVILION DRAINAGE SUPPLY CO., INC.
PO BOX 219 * PAVILION, NY 14525 * Phone: (585) 584-5261
A Native American Business - M.B.E., D.B.E. Certified by NYSDOT
RE: SIMME ROAD - ERIE COUNTY

In the town of Lancaster

BID DATE:

09/26/2017

GENERAL CONDITIONS:

The prices herein exclude the cost of:

1. A payment and/or performance bond and/or OCP insurance.
2. Sales and/or use taxes, permits & licenses.
3. Testing and/or inspection of subcontractor's work or products.
4. Auxiliary lighting if necessary.
5. Furnishing any additional insurance required for work on or adjacent to a railroad right-of-way.

The General Contractor will:

1. Be responsible for the maintenance & protection of both vehicular & pedestrian traffic and the protection of underground utilities and locate and mark any utilities new to the contract not covered by DigSafe.
2. Perform all excavation, backfill, and provide grade stakes (or survey points) offset within two feet of the work areas and at intervals of no more than 50' before the installation work is scheduled to start.
3. Be responsible for any and all damage to subcontractor's finished work.
4. Pay all costs resulting from performing work under this contract during cold weather conditions including, but not limited to, labor cost of crew waiting for proper temperatures, the cost of heating concrete, the cost of protecting the subgrade and the work from the cold and the removal of ice & snow.
5. Notify subcontractor's on-site supervisor or their home office of any work the contractor plans on doing for which they intend to backcharge subcontractor. The contractor shall then give subcontractor the opportunity and a reasonable length of time to perform such work. Backcharges will not be accepted without daily records of all charges signed by subcontractor's on-site supervisor.
6. All work can be completed prior to 12/31/2017 with the understanding that any work remaining to be completed after that date will be done at unit prices 10% higher.
7. Subcontractor be given 3 wks notice to commence work and all of their work is prepared at such commencement date.

THE TERMS & CONDITIONS OF THIS PROPOSAL WILL BE INCORPORATED INTO AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR.

Payment shall be made to subcontractor within ten days of the contractor's receipt of payment from owner with no more than 5% retainage held at any time. It is further agreed that final quantities shall be agreed upon between the Owner, General Contractor and Subcontractor prior to Contractor signing off on final estimate.

If the contractor is successful bidder on this project and wishes to award the work described herein to subcontractor, they may use this quotation as a letter of intent until formal agreements can be executed by signing where indicated below, returning this copy to subcontractor, and retaining a photocopy for their files. This letter of intent is contingent upon award to the contractor by the owner.

EXPIRATION DATE OF THIS PROPOSAL IS: 10/11/2017

ACCEPTED BY CONTRACTOR:

BY: _____

TITLE: _____

IND DATE 09/26/2017

jth **DATE:** _____

PAVILION DRAINAGE SUPPLY CO., INC.

BY: Philip J. Plossl

TITLE: PHILIP J. PLOSSL, PRESIDENT

DATE: 09/26/2017



CERTIFICATE OF LIABILITY INSURANCE

PAVI-01

OP ID: VP

DATE (MM/DD/YYYY)

09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vanner Insurance Agency 11 Pinchot Court, Suite 100 Amherst, NY 14228 William J. Quinn	CONTACT NAME: Victoria Puglia	
	PHONE (A/C, No, Ext): 716-688-8888 FAX (A/C, No): 716-688-9001	
	E-MAIL ADDRESS: vpuglia@vannerinsurance.com	
INSURED Pavilion Drainage Supply Co Inc PO Box 219 Pavilion, NY 14525-0219	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Wesco Insurance Company	25011
	INSURER B: Merchants Mutual Ins Co	23329
	INSURER C: AGCS Marine Ins Company	22837
	INSURER D: Excelsior Insurance Company	11045
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	WPP1423812	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liab						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X	X	WPP1423812	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB	X	X	CUP0000024	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	WWC3241805	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Blkt Installation			MZI93071532	04/12/2017	04/12/2018	Limit 1,000,000
D	Lease/Rented Equip			IM8811473	12/01/2016	12/01/2017	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Bridge and Guide Rail work - Simme Road
Town of Lancaster is additional insured under general liability, auto liability and umbrella liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies on all policies

CERTIFICATE HOLDER**CANCELLATION**

LANCA01 Town of Lancaster 21 Central Ave Lancaster, NY 14086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

**STATE OF NEW YORK
WORKER'S COMPENSATION BOARD
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name and address of Insured (Use street address only) Pavilion Drainage Supply Co Inc PO Box 219 Pavilion, NY 14525 Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number of Insured 575-584-3261 1c. NYS Unemployment Insurance Employer Registration Number of Insured 79120968 1d. Federal Employer Identification Number of Insured or Social Security Number 161125876
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Lancaster 21 Central Ave. Lancaster, NY 14086	3a. Name of Insurance Carrier Wesco Insurance Company 3b. Policy Number of entity listed in box "1a": WWC3241805 3c. Policy effective period: 12/1/2016 to 12/1/2017 3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certification of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

Yes ☐ No ☒

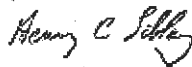
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Henry C. Sibley
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  9/27/2017
(Signature) (Date)

Title: Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

Pavilion Drainage Supply Co., Inc.
PO Box 219
Pavilion, New York 14525

1b. Business Telephone Number of Insured

585-584-3261

1c. NYS Unemployment Insurance Employer Registration Number of Insured

79-120968

1d. Federal Employer Identification Number of Insured or Social Security Number

16-1125876

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Lancaster
21 Central Ave
Lancaster NY 14086

3a. Name of Insurance Carrier

Shelter Point Insurance co.

3b. Policy Number of entity listed in box "1a":

DBL53400

3c. Policy effective period:

01/01/17 to 01/01/18

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 09/26/2017

By 

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 716-688-8888

Title CEO

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

**ELDERLEE, INC.**

729 Cross Road
Oaks Corners, N.Y. 14518-0010
Phone 315-789-6670
Fax 315-781-2939

9/20/2017

REVISED 9-20-17

PROJECT: Simme Rd

TOWN OF: Lancaster

COUNTY: Erie

BID: 9/13/17

COMPLETION: 12/31/17

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
<u>Option A</u>				
606.1000	198.00 LF	BX BM GR on 3" I PST @ 6' PS	31.00 LF	6,138.00
606.120201	2.00 EA	BX BM GR End Assy TY IIA	(1) 1,241.00 EA	2,482.00
606.1203	2.00 EA	BX BM GR End Assy, Ty III	(2) 3,932.00 EA	7,864.00
				<u>16,484.00</u>
<u>Option B</u>				
606.1000	54.00 LF	BX BM GR on 3" I PST @ 6' PS	71.10 LF	3,839.40
606.1203	2.00 EA	Bx BM GR End Assem Type III	(3) 4,015.00 EA	8,030.00
				<u>11,869.40</u>

- (1) PRICE DOES NOT INCLUDE ANY GRADING OR THE FURNISHING/OR INSTALLING OF PIPE AS SHOWN ON STANDARD SHEET 606-04 (SHEET 4 OF 4), IF NECESSARY.
- (2) PRICE EXCLUDES ANY GRADING OR CLEARING THAT MAY BE REQUIRED. CONTRACTOR TO PROVIDE A BACKHOE WITH OPERATOR FOR APPROXIMATELY ONE (1) HOUR PER UNIT.
- (3) PRICE EXCLUDES ANY GRADING OR CLEARING THAT MAY BE REQUIRED. CONTRACTOR TO PROVIDE A BACKHOE WITH OPERATOR FOR APPROXIMATELY ONE (1) HOUR PER UNIT.

NOTE: THESE PRICES ARE CONTINGENT UPON THE GROUND SURFACE BEING UNFROZEN AND FREE OF FROST WHICH MAY PRECLUDE INSTALLATION OF POSTS. ALSO GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL IF NECESSARY

ANY AGREEMENT WITH ELDERLEE INC. WILL BE AT UNIT PRICE. THESE QUANTITIES ARE BASED ON OUR INTERPRETATION OF PLANS. YOUR INDEPENDENT TAKEOFF TO VERIFY THESE QUANTITIES IS RECOMMENDED. ANY ADDITIONAL QUANTITIES INSTALLED WILL BE AT THESE UNIT PRICES. ANY REDUCTION IN QUANTITIES BY MORE THAN 10% WILL RESULT IN RENEGOTIATION OF PRICES.

** CONFIRMATION OF AT LEAST THREE (3) WEEKS PRIOR NOTICE IS REQUIRED TO SCHEDULE THE FIELD LAYOUT. FABRICATION OF MATERIALS & INSTALLATION**

* ELDERLEE WILL PROVIDE CERTIFICATES OF INSURANCE AS PER THE STANDARD NYSDOT REQUIRED COVERAGES. ANY ADDITIONAL REQUIREMENTS WILL BE AT THE EXPENSE OF THE CONTRACTOR AND WILL BE ADDED TO THE INVOICE. **

** A COPY OF THE CONTRACTORS PAYMENT BOND MAY BE REQUIRED PRIOR TO THE EXECUTION OF A CONTRACT.***

**ELDERLEE, INC.**

729 Cross Road
Oaks Corners, N.Y. 14518-0010
Phone 315-789-6670
Fax 315-781-2939

PROJECT: Simme Rd

TOWN OF: Lancaster

COUNTY: Erie

BID: 9/13/17

COMPLETION: 12/31/17

9/20/2017

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
ELDERLEE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES TO NEW CONCRETE SIDEWALKS DURING THE PROCESS OF POST INSTALLATION.				

SALES TAX WILL BE ADDED TO THE ABOVE PRICES UNLESS AN EXEMPT CERTIFICATE IS PROVIDED.

THE ITEMS LISTED ARE AS PER CURRENT NYSDOT STANDARD SPECIFICATIONS DATED MAY 1, 2008, UNLESS OTHERWISE NOTED.

PRICES INCLUDE MATERIAL AND INSTALLATION UNLESS OTHERWISE NOTED, BUT DO NOT INCLUDE MAINTENANCE AND PROTECTION OF TRAFFIC OR SEALING OF POSTS AND/OR ANCHORS AND COVERING OF SIGNS. ALSO, THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL AN OSHA APPROVED FALL PROTECTION WHICH SHALL REMAIN IN PLACE UNTIL ELDERLEE'S WORK IS COMPLETED.

PRICES INCLUDE FIELD LAYOUT AND NORMAL UTILITY STAKE-OUT (PER NY CODE RULE #753). ELDERLEE WILL NOT BE RESPONSIBLE TO LOCATE OR STAKE-OUT ANY UNDERGROUND UTILITIES THAT ARE PRIVATELY OWNED, NOT AFFILIATED WITH DIG SAFELY, OR THAT THE OWNER REFUSES TO LOCATE.

ALL WORK TO BE PERFORMED WITH 1 MOVE-IN. ANY ADDITIONAL MOVE-INS WILL BE AT AN ADDITIONAL COST OF \$1,500.00 EACH PLUS UNIT PRICES.

PRICE IS BASED ON INSTALLING ALL POSTS WITH NORMAL POST DRIVING METHODS. ANY POST THAT REQUIRES HAND DIGGING WILL BE LEFT FOR INSTALLATION BY THE CONTRACTOR. * ALSO, IF ROCK OR ANY OTHER OBSTRUCTION IS ENCOUNTERED WHICH INTERFERES WITH NORMAL POST DRIVING, A RENEGOTIATED PRICE WILL BE REQUIRED.

THIS QUOTATION IS VALID FOR THIRTY (30) DAYS FROM BID DATE.

ANY ORDER RESULTING FROM THIS QUOTATION IS SUBJECT TO CREDIT APPROVAL.

TERMS: NET 30 DAYS NO RETAINAGE.



DAVID BRAGG
VICE PRESIDENT

DB:cbt



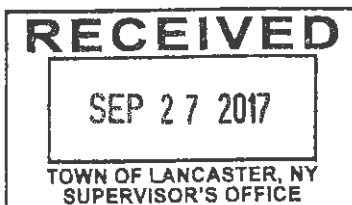
Redskins Junior Football & Cheerleading of Lancaster

"DEDICATED TO THE DEVELOPMENT OF THE HEARTS AND MINDS IN THE YOUTH OF OUR COMMUNITY"

654

Visit us at www.lancasterfootballcheer.com

P.O. Box 551, Lancaster, NY 14086



September 26, 2017

Town of Lancaster
Johanna Metz Coleman, Supervisor
21 Central Ave.
Lancaster, NY 14086

TC - FOR Comm.

Dear Supervisor Coleman and Town Board Members:

Lancaster Youth Football & Cheerleading is requesting a parcel of land within Walden Pond Park to construct a building. The location of the building is displayed in the attached picture. A significant tree buffer would be left behind the building so that Peppermint Road residents are not affected by the building.

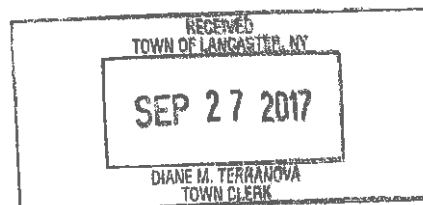
We are requesting enough space for a 40'x80' building. The building would be built on top of a concrete slab and would be used for storage of our practice and game day equipment. There would be an area inside the building for our cheerleaders to practice during inclement weather. There would also be a meeting room space for our organization to conduct our monthly Board meetings. This space would also serve as an area for our organization to conduct player and cheerleader safety clinics throughout the year. The building will be constructed mainly of metal as shown in the attached picture.

We are also requesting a parcel of land within the park (see attached picture) to accommodate practice fields. This parcel contains many dead ash trees which have become a hazard. We propose converting this land into green space that is useable by the community. A significant tree buffer would be kept to separate the proposed practice fields from Walden Avenue. If necessary, we would incur costs associated with clearing trees, grinding stumps, grading the field area and hydro-seeding the fields. In the future, we would seek the possibility of lighting those fields for our players and cheerleaders.

Currently, equipment, practices and games are in three different locations. This puts a great burden on our volunteers and the hundreds of families who participate with us each year. A facility at Walden Pond Park would be the first step in finding a place for Lancaster Youth Football & Cheerleading to call home. We have a large savings account for this project and we are waiting to help our Lancaster youth now and in the future. We are waiting for your support to help. Thank you for your time and consideration.

Sincerely,

Brian Osika
Director of Fields & Facilities
Redskins Junior Football & Cheerleading of Lancaster
716-949-5192
brianosika@gmail.com



"PLAY LIKE A CHAMPION TODAY"

Proposed Jr. Redskin Football Building Site



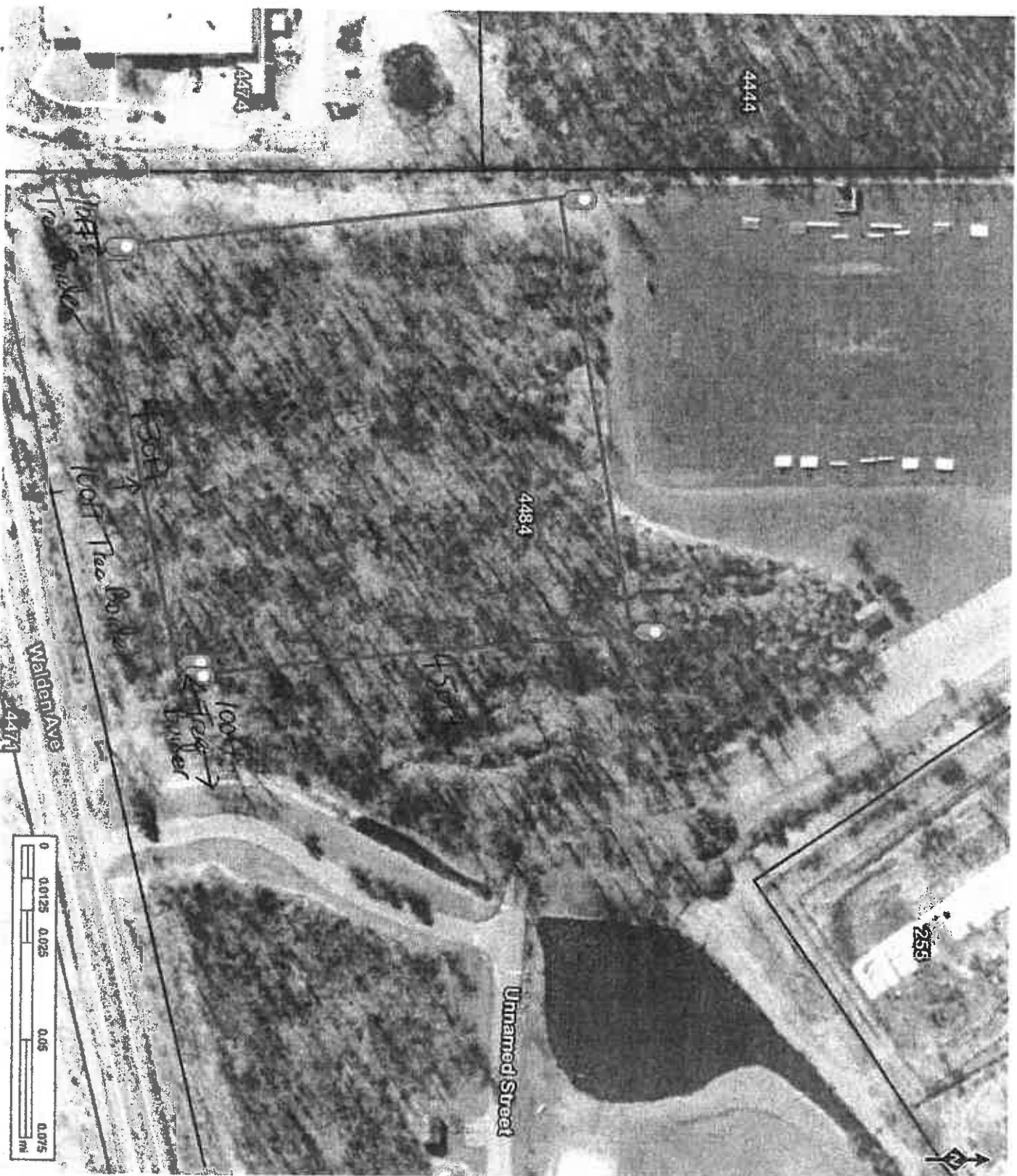
LEGEND

 Parcels (2016)

Road Labels

 Municipal Boundary

Proposed Jr. Redskin Football Practice Field Area



LEGEND

☐ Parcels (2016)

Road Labels

☐ Municipal Boundary

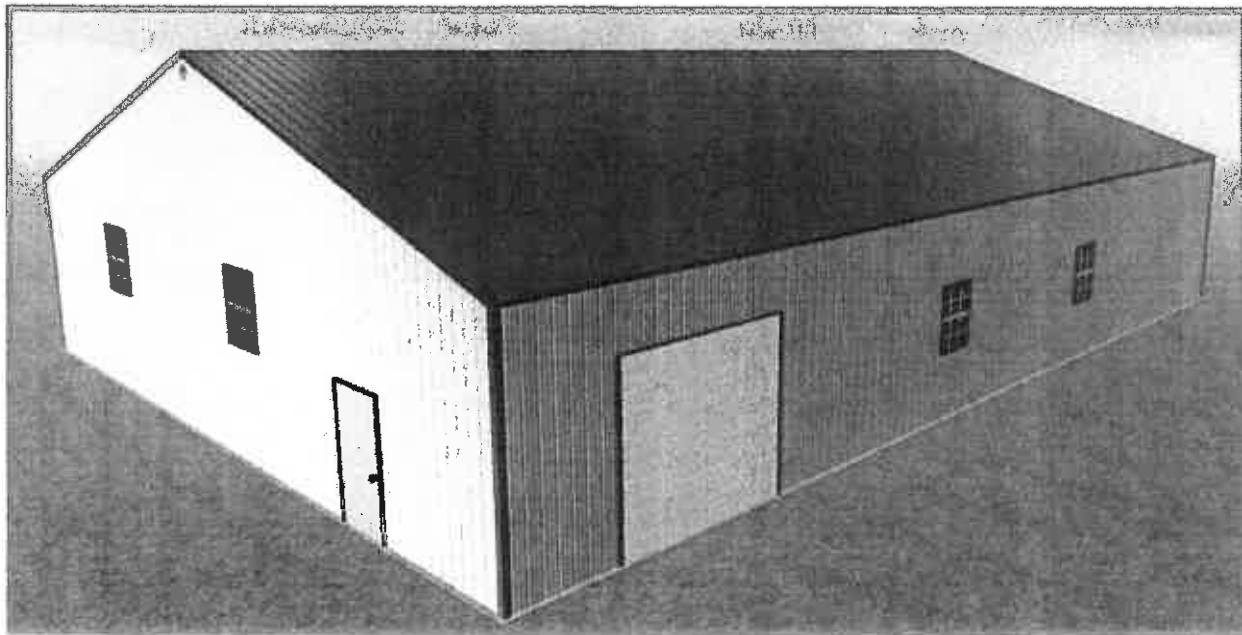


Redskins Junior Football & Cheerleading of Lancaster

"DEDICATED TO THE DEVELOPMENT OF THE HEARTS AND MINDS IN THE YOUTH OF OUR COMMUNITY"

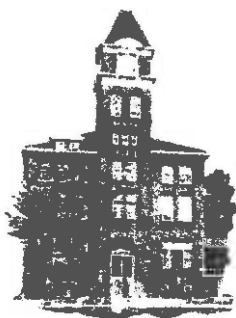
Visit us at www.lancasterfootballcheer.com

P.O. Box 551, Lancaster, NY 14086



- Building size – 40ft.x80ft.
- Roof height – not to exceed building code of 30ft.
- Exterior – steel

"PLAY LIKE A CHAMPION TODAY"



Town of Lancaster

OFFICE OF THE TOWN ATTORNEY

21 Central Avenue
Lancaster, New York 14086
(716) 684-3342
Fax: (716) 681-7475

KEVIN E. LOFTUS, JR.

Town Attorney
kloftus@lancasterny.gov

Leza E. Braun
Legal Assistant

September 25, 2017

Mr. David Denk
Regional Administrator
N.Y.S. DEC
270 Michigan Avenue
Buffalo, New York 14203-2999

Mr. Matt Salah
Coordinator of Construction Projects
Division of Sewerage Management
95 Franklin Street
Buffalo, New York 14202

Mr. Garrett Hacker
Erie County DPW
Division of Highway
95 Franklin Street
Buffalo, New York 14202

Mr. Ed Rutkowski
Planner
NYS DOT
100 Seneca Street
Buffalo, New York 14203

Ms. Dolores Funke
Erie County Health Department
503 Kensington Avenue
Buffalo, New York 14214

Ms. Mariely Ortiz
Review Planner
Erie County DEP
95 Franklin Street
Buffalo, New York 14202

Re: Designation of Lead Agency
Deep South Taco Modifications to previous site plan#1748
6727 Transit Road
Town of Lancaster, County of Erie

All:

Please be advised that a private developer has submitted a site plan modifications for a previously approved plan to include addition of two (2) shipping containers, expansion of existing patio on NE corner, additions of new deck on south side, elimination of 14 existing parking spaces, and the addition of 20 seats located at 6727 Transit Road (SBL No. 82.03-1-63) on a \pm 1.8 acre parcel and which the Town has determined to be an "Unlisted" Action under SEQRA.

The Town Board of the Town of Lancaster advised the developer that an Application and Environmental Assessment Form (EAF) was to be submitted to the Town of Lancaster in order to commence a review of the proposed project under SEQRA.

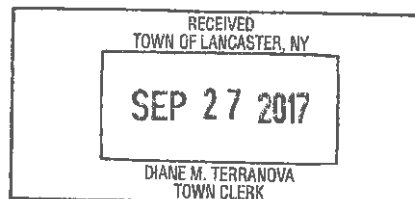
The developer has now submitted the application and EAF and the Town Board of the Town of Lancaster is now notifying all other agencies which may be involved in the approval of this project that within thirty (30) days of the mailing of the enclosed EAF, a lead agency must be designated by agreement among the agencies.

The anticipated impact of this project is primarily of local significance and the Town of Lancaster desires to act as lead agency in investigation and review of the proposed action.

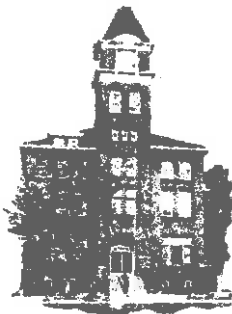
Very truly yours,

Kevin E. Loftus
Town Attorney
KEL:lb
Encs.

cc: Supervisor
Town Clerk
Building Inspector
Town Engineer



656



Town of Lancaster

OFFICE OF THE TOWN ATTORNEY

21 Central Avenue
Lancaster, New York 14086
(716) 684-3342
Fax: (716) 681-7475

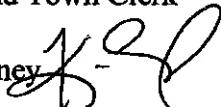
KEVIN E. LOFTUS, JR.

Town Attorney
kloftus@lancasterny.gov

Leza E. Braun
Legal Assistant

MEMO

To: Supervisor, Town Board Members, Planning Board Members, Building Inspector, Town Engineer, and Town Clerk

From: Kevin E. Loftus, Town Attorney 

Date: September 27, 2017

Subject: SEQR Review – Site Plans: **Greenfield 24-Bed Addition #1078**
AND
Small Business Accelerator #3947

PLEASE NOTE:

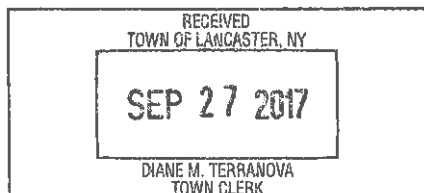
There will be a SEQR Review Meeting regarding the above-referenced projects on **Monday, October 2, 2017 at 6:00 P.M.** in the Town Hall located at 21 Central Avenue, Lancaster, New York.

If you have any questions please feel free to contact this office.

KEL:lb

Enc.

CC: Chris Koenig (w/o enc.)
Jared Lusk (w/o enc.)



DIANE M. TERRANOVA, TOWN CLERK
TOWN OF LANCASTER
21 CENTRAL AVE.
LANCASTER, N.Y. 14086
AREA CODE 1-716 683-9028

657

September 27, 2017

Buffalo News
Lancaster Correspondent
1 News Plaza
Buffalo, New York 14240

Lancaster Bee
5564 Main St
Williamsville, New York 14221

**NOTICE OF SPECIAL MEETING OF THE TOWN BOARD AND PLANNING BOARD OF
THE TOWN OF LANCASTER**

Notice is hereby given that the Municipal Review Committee, comprised of the Town Board and the Planning Board of the Town of Lancaster, will hold a meeting on Monday, October 2, 2017 at 6:00 P.M. at the Town Hall, 21 Central Avenue, Lancaster, New York for the SEQRA Review: Greenfield 24-Bed Addition 5949 Broadway and Small Business Accelerator Facility, Lancaster Parkway.

Thank you for your cooperation in disseminating this information to the public. Please call me at 683-9028 if you have any questions.

Sincerely yours,

OFFICE OF THE TOWN CLERK



Diane M. Terranova, Town Clerk

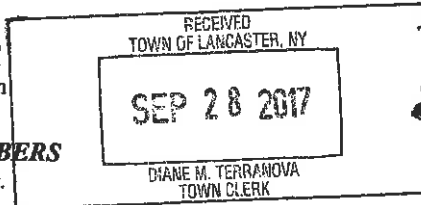
DMT/dm
cc: Town Board

NOTE: Post on Town Clerk's Bulletin Board

SUPERVISOR
Johanna M. Coleman

COUNCIL MEMBERS

John M. Abraham Jr.
Dawn Gaczewski
Ronald Ruffino Sr
Matthew Walter



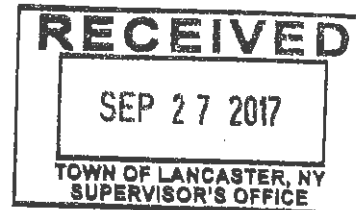
658
Department of Parks,
Recreation & Forestry

Park Crew Chief
Mark D. Lubera

525 Pavement Road
Lancaster, NY 14086
716-684-3320 phone
716-685-3497 fax

September 26, 2017

Supervisor Johanna Coleman
and Honorable Council Members
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086



TC - FOR COMM
OK FOR RES
(2) 9/27/17

Dear Supervisor Coleman and Honorable Council Members:

I respectfully submit the following individuals for your consideration to be appointed to the position of part-time permanent employees for the fall/winter of 2017 in the Parks, Recreation & Forestry Department, without benefits. All positions will be effective October 3, 2017.

<u>NAME</u>	<u>POSITION</u>	<u>PAY RATE/HR.</u>
Berkeley Kozuch (rehire) _____ Depew	Lifeguard	\$13.00
Tyler Landahl (rehire) _____ Lancaster	Lifeguard	\$13.00
Robert Wilkowski (rehire) _____ Lancaster	Lifeguard	\$13.00
James Wilkowski (new hire) _____ Lancaster	Lifeguard	\$13.00
James Zagarrrio (rehire) _____ Lancaster	Lifeguard	\$13.00
Erin Sullivan (rehire) _____ Depew	Lifeguard (Supervisor)	\$15.00
Michaela Wozniak (rehire) _____ Lancaster	Lifeguard (Supervisor)	\$15.00
Brianna Bartholomew (rehire) _____ Depew	Lifeguard (Substitute)	\$13.00

Supervisor Coleman
Page 2 – September 26, 2017
Re: Fall/Winter Employees

Diana Franzone (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Owen George (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Kirstin Heffler (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Madeline Kamats (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Jessie Kucewicz (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Molly Mahony (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Jacob Michalski (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Kristen Morgus (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Michaela Morgus (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Alexis Petit (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Meagan Strek (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Hanna Wozniak (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00
Samantha Wozniak (rehire) _____ Lancaster	Lifeguard (Substitute)	\$13.00

Supervisor Coleman
Page 3 - September 26, 2017
Re: Fall/Winter Employees

Should you approve, I would like to request that a resolution be placed on the agenda for the Monday, October 2, 2017, Town Board meeting.

Sincerely,

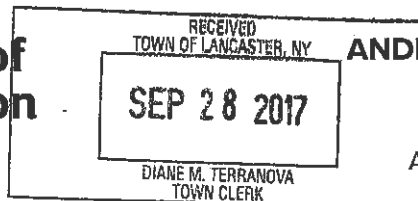
A handwritten signature in black ink, appearing to read "Mark Lubera", with a stylized, cursive script.

Mark D. Lubera
Park Crew Chief

MDL:jw



**Department of
Transportation**



ANDREW M. CUOMO
Governor

CATHY CALHOUN
Acting Commissioner

FRANK P. CIRILLO, SR/WA
Regional Director

14.36-00
5170074

September 25, 2017

Ms. Gina Wilkolaski, P.E., Traffic Safety Engineer
ERIE COUNTY DEPT OF PUBLIC WORKS
Rath Building
95 Franklin Street
Buffalo, NY 14202

Dear Ms. Wilkolaski:

As a follow-up to our September 7, 2017 letter, we have completed our traffic engineering investigation related to your August 28, 2017 request for a reduced speed limit on Bowen Road in the Town of Lancaster.

The need for a reduced speed limit is based on a thorough evaluation of many factors, including roadway characteristics, roadside development, and a statistical analysis of prevailing speeds as determined by radar checks. The majority of motorists drive at a speed which they perceive to be reasonable and prudent for existing conditions. Experience has shown that if there is no apparent reason for driving at a reduced speed, the posting of signs with an arbitrarily lower speed limit does not result in voluntary compliance by the majority of drivers. Thus, the lower speed limit results in larger speed differentials which can make the road less safe.

Generally, the 85th Percentile Speed and the 10-Mile Pace are the predominant factors in determining the appropriate speed limit. The 85th Percentile Speed is that speed at or below which 85 percent of all vehicles travel. The 10-Mile Pace is that ten mile per hour speed interval that includes the greatest number of vehicles.

In the case of Bowen Road, the 85th Percentile Speed was found to be 51 MPH. The 10-Mile Pace was 42-51 MPH with 83 percent of the traffic within the pace. Considering the data we have obtained for this area, we have determined that we will not reduce the existing 45 MPH speed limit at this time.

If you have any questions or need additional information, please contact me at (716) 847-3268 or David Sobol, of my staff, at (716) 847-3256.

Sincerely,
Original Signed by
Thomas S. Messana, P.E.

Thomas S. Messana, P.E.
Regional Traffic Engineer

TSM/DAS/TAL/paf

cc: Major Edward J. Kennedy, Troop "A" Commander, NYS Police
Diane M. Terranova, Town Clerk, Town of Lancaster
David A. Sobol, P.E., Regional Operations Group

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TOWN OF LANCASTER
HIGHWAY DEPARTMENT
525 PAVEMENT ROAD
LANCASTER, NY 14086

TC-FOR COMM
COPIES J. FARMER & D. BROWN

Daniel Amatura
Highway Superintendent
Tel (716)683-3426
Fax (716)685-0271

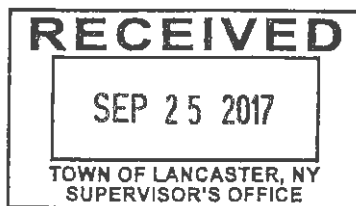
COMMUNICATIONS

OK FOR LES.

9/28/17

(Signature)

September 22, 2017



Honorable Town Board
21 Central Avenue
Lancaster, NY 14086

Re: New and Unused 2018 John Deere 5100M Utility Tractor

Dear Honorable Town Board Members:

I would appreciate your support in sponsoring a resolution to purchase one new and unused 2018 John Deere 5100M Utility Tractor. This 2018 John Deere 5100M Utility Tractor will be purchased as per NYS Award #22792, Contract #PC67140, Group #40625. The New York State vendor is Deere & Company located at 2000 John Deere Run, Cary, North Carolina, 27513. The price of this 2018 John Deere 5100M Utility Tractor is \$147,770.75. We will be trading our 1999 New Holland Tractor Serial #101692B with 1,962 hours in the amount of \$9,050.00 making the amount due for the 2018 John Deere 5100M Utility Tractor \$138,720.75. This 2018 John Deere 5100M Utility Tractor will be paid for out of the bond authorized May 15, 2017 for Highway Equipment.

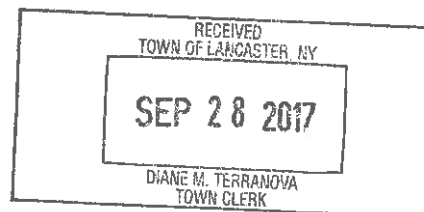
Should you need any further information regarding this subject, please do not hesitate to contact me.

Respectfully yours,

Daniel Amatura
Highway Superintendent
Town of Lancaster

DA/kak
Attachments

Cc: Dave Brown, Director of Administration
Kevin Loftus, Town Attorney
Johanna Coleman, Supervisor
Diane Terranova, Town Clerk



**JOHN DEERE**

Selling Equipment

Quote Id: 15809480

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

JOHN DEERE 5100M Utility Tractor

Contract: NY Piggyback NJPA Ag Tractors and/or
Implements PC67140 (PG Y1)**Price Effective Date:** August 1, 2017**Suggested List ***

\$ 88,014.29

Selling Price *

\$ 70,204.14

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
253CLV	5100M Utility Tractor	1	\$ 62,818.00	21.00	\$ 13,191.78	\$ 49,626.22	\$ 49,626.22
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	ENGLISH	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
1394	32F/16R PowrReverser Hi-Lo (40k) with Creeper	1	\$ 4,341.00	21.00	\$ 911.61	\$ 3,429.39	\$ 3,429.39
2055	Standard Cab	1	\$ 11,769.00	21.00	\$ 2,471.49	\$ 9,297.51	\$ 9,297.51
2120	Air Suspension seat	1	\$ 849.00	21.00	\$ 178.29	\$ 670.71	\$ 670.71
2400	Less Instructional Seat	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirror Telescopic LH & RH	1	\$ 305.00	21.00	\$ 64.05	\$ 240.95	\$ 240.95
3025	Corner Post Deluxe Exhaust	1	\$ 603.00	21.00	\$ 126.63	\$ 476.37	\$ 476.37
3325	2 Mechanical Stackable Rear SCV	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	2 Stackable Mid SCVs with Mechanical Joystick control	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Electronic Hitch Control with Remote Control on LH Fender	1	\$ 475.00	21.00	\$ 99.75	\$ 375.25	\$ 375.25
4110	Telescoping Draft Links with Ball End - Cat.2	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Mechanical Center Link with Ball Ends - Cat. 2	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
5133	460/85R30 (18.4R30) R1W Radial	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
5999	No Rear Tire Brand Preference	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

Quote Summary

Prepared For:

Lancaster Highway
NY

Delivering Dealer:

LandPro Equipment LLC
Scott Bowman
7615 Lewiston Road
Oakfield, NY 14125
Phone: 585-948-5261
sbowman@landproequip.com

Quote ID: 15809480
Created On: 01 August 2017
Last Modified On: 22 September 2017
Expiration Date: 29 September 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100M Utility Tractor	\$ 88,014.29	\$ 70,204.14 X	1 =	\$ 70,204.14
PowerGard Protection Plan	Prepaid	\$ 2,770.00 X	1 =	\$ 2,770.00
Contract: NY Piggyback NJPA Ag Tractors and/or Implements PC67140 (PG Y1)				
Price Effective Date: August 1, 2017				
Sub Total				\$ 72,974.14
TIGER Allied - Non contract Mower-ARFL-75SD/AR-12/W-JSTK/RF96SDHDHSS	\$ 74,796.61	\$ 74,796.61 X	1 =	\$ 74,796.61
Contract:				
Price Effective Date:				
Equipment Total				\$ 147,770.75

Trade In Summary	Qty	Each	Extended
1999 4630 New Holland Tractor - 101692B	1	\$ 9,050.00	\$ 9,050.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 9,050.00
Trade In Total			\$ 9,050.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 147,770.75

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

Trade In	\$ (9,050.00)
SubTotal	\$ 138,720.75
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 138,720.75
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 138,720.75

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 15809480

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

6040	MFWD Front Axle	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
6203	320/85R24 (12.4R24) R1W Radial	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
6799	No Front Tire Brand Preference	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 18,342.00		\$ 3,851.82	\$ 14,490.18	\$ 14,490.18
Dealer Attachments/Non-Contract/Open Market							
1	Parts Manual	1	\$ 165.00	0.00	\$ 0.00	\$ 165.00	\$ 165.00
1	Alliance tires	1	\$ 2,697.00	0.00	\$ 0.00	\$ 2,697.00	\$ 2,697.00
LVB24989	Auxiliary Front Drive Coupler Kit	1	\$ 1,003.20	21.00	\$ 210.67	\$ 792.53	\$ 792.53
BW16765	Hood Guard	1	\$ 418.00	21.00	\$ 87.78	\$ 330.22	\$ 330.22
BSJ10102	Shield Kit, Fuel Tank	1	\$ 149.60	21.00	\$ 31.42	\$ 118.18	\$ 118.18
T21709	Category I Interchangeable Hitch Ball	1	\$ 14.96	21.00	\$ 3.14	\$ 11.82	\$ 11.82
T21706	Category II Interchangeable Hitch Ball	1	\$ 12.89	21.00	\$ 2.71	\$ 10.18	\$ 10.18
T12553	Center Link Conversion Bushing, Cat. II to Cat. I	1	\$ 13.87	21.00	\$ 2.91	\$ 10.96	\$ 10.96
LVB25941	Heavy Duty Drawbar Kit	1	\$ 289.30	21.00	\$ 60.75	\$ 228.55	\$ 228.55
BLV10120	Beacon Light Kit	1	\$ 237.60	21.00	\$ 49.90	\$ 187.70	\$ 187.70
BSJ10163	Floodlamp/Work Lights, LED, (4 Lights)	1	\$ 442.20	21.00	\$ 92.86	\$ 349.34	\$ 349.34
L113922	Antenna	1	\$ 25.27	21.00	\$ 5.31	\$ 19.96	\$ 19.96
AT439279	Radio - AM/FM	1	\$ 697.96	21.00	\$ 146.57	\$ 551.39	\$ 551.39
BLV10173	Wiper/Washer, Rear	1	\$ 345.40	21.00	\$ 72.53	\$ 272.87	\$ 272.87
90000	A-CC7M1C Back-up Camera	1	\$ 342.04	0.00	\$ 0.00	\$ 342.04	\$ 342.04
Dealer Attachments Total			\$ 6,854.29		\$ 766.55	\$ 6,087.74	\$ 6,087.74
Value Added Services							
	PowerGard Protection Plan	1	\$ 2,770.00			\$ 2,770.00	\$ 2,770.00
Value Added Services Total			\$ 2,770.00			\$ 2,770.00	\$ 2,770.00
Suggested Price							\$ 72,974.14
Total Selling Price			\$ 88,014.29		\$ 17,810.15	\$ 70,204.14	\$ 72,974.14

TIGER Allied - Non contract Mower- ARFL-75SD/AR-12/W-JSTK/



JOHN DEERE

Selling Equipment

Quote Id: 15809480

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125

585-948-5261
mailoakfield@landproequip.com

Hours: 0

Suggested List *

\$ 74,796.61

Selling Price *

\$ 74,796.61

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	Mid mount side shift mower, 75" Flail Head with standard cut knives, Joystick, electro-Hydraulic & valve kit for float, 96" standard cut rear flail Hyd. Drive	1	\$ 74,796.61	0.00	\$ 0.00	\$ 74,796.61	\$ 74,796.61

Suggested Price

\$ 74,796.61

Total Selling Price	\$ 74,796.61	\$ 0.00	\$ 74,796.61	\$ 74,796.61
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JOHN DEERE

Extended Warranty Proposal

PowerGard™ Protection Plan

Tractors - Utility

Date : September 22, 2017

Machine/Use Information

Plan Description

Price

Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 250
Equipment Type	Tractors - Utility	Coverage:	Comprehensive	Quoted Price	\$ 0.00
Model	5100M	Total Months:	60	Powergard List Price	\$ 2,770.00
Country	US	Total Hours:	2000	Date Quoted	August 1, 2017
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 hours of ownership for new Gator Utility Vehicles and Golf and Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Golf and Turf products. Most Gator Utility Vehicles have a John Deere basic warranty of 12 months or 1000 hours. Limited Plan coverage = Engine and Powertrain only. Comprehensive Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ **I ACCEPT** the PowerGard Protection

☐ **I DECLINE** the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



JOHN DEERE

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
 - Does not require pre-approval before repairs are made by the authorized John Deere dealership,
 - Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
 - PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
 - PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
 - PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
 - PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
 - PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.
-

Group 40625— Award 22792, Heavy Equipment

Deere & Company

Contractor and Pricing Information

April 17, 2017

Contract #	Contractor & Address	Centralized Contract Contacts	Federal ID NYS Vendor ID
NYS Contract: PC67140 NJPA Contract: 021815-DAC	Deere & Company 2000 John Deere Run Cary, NC 27513	Name: Judy Bess Phone: (919) 804-2831 Email: govcontractsupport@johndeere.com Name: Paul Demaine Phone: (585) 245-2652 Email: demainepaul@johndeere.com	Federal ID 362382580 NYS Vendor ID 1000009176
Business Hours: 8am to 5pm. Monday – Friday.			

Contract Price and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User. The Authorized Dealer may charge \$4.00 per loaded mile to deliver equipment from its dealership to the Authorized User. The Authorized User may use the Authorized Dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contacts listed above for price list.

Price Book Tabs	Product Descriptions	Discounts off MSRP
A2	Tractors (5045E, 5055E, 5065E, 5075E)	14%
A2	Tractors (5083E, 5093E, 5101E, 5085E, 5100E)	18%
A2	Tractors (5000M's)	21%
A2	Tractors (6000-9000 Series)	23%
A3	Combines	20%
A4	Cotton	20%
A5	Hay & Forage	20%
A6	Tillage	20%
A7	Drills/Air Seeders/Planters	20%
A8	Sprayers	20%
A9	Implements & Attachments	20%
A10	Ag Management Solutions (AMS)	4%

Price Book Tabs	Product Descriptions	Discounts off MSRP
Frontier	Cutting & Mowing	17%
	Hay & Forage	17%
	Landscaping	17%
	Material Handling	17%
	Planting & Seeding	17%
	Snow	17%
	Cotton	17%
	Livestock	17%
	Transports	17%
	Tillage	17%

4062522792PL_Deere & Company_PC67140_2017-04-17/Fleetmtr

1/28/17
Per Bob Demaine
INCLUDES ALL
5000 SERIES
PC

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed \$15,000?	No.
Does Contractor offer Prompt Payment Discounts?	No.
See following pages for dealer listing	

Authorized Dealers

Note: Deere & Company is the contractor and has independent authorized John Deere dealers listed below to receive purchase orders on behalf of them. Dealers will assist the contract user with configuring the product and then provide a written quote which will itemize contract pricing enabling the contract user to place their purchase order. The purchase order must be made out to Deere & Company and be mailed or emailed to the dealer who will then upload the order into Deere's Order Management Department. Purchase orders must reference the NYS contract number and the appropriate dealer. Deere & Company will invoice contract users directly. Deere & Company will continue to assume full responsibility for all terms and conditions of the contract.

JOHN DEERE NEW YORK DEALER LISTING EFFECTIVE JULY 20, 2015

*** VISIT OUR DEALER LOCATION AT WWW.DEERE.COM FOR MOST CURRENT INFORMATION ***

Dealers handle receipt of orders only; no payments.

Dealer Name	Dir Phys Address 1	Dir Phys City	Dir Phys Zip	Contact	Dir Phone	Dir Fax No	Dealer Email Id
Z&M AG AND TURF	3517 RAILROAD AVENUE	ALEXANDER	14005	Gov't. Sales Rep	5855911670	5855913239	MAILALEXANDER@ZAHMANDMATSON.COM
LINDSEY EQUIPMENT	8390 ROUTE 434	APALACHIN	13732	Gov't. Sales Rep	6076255570		lindseylawn@sny.rr.com
O'HARA MACHINERY, INC.	1289 CHAMBERLAIN RD	AUBURN	13021	Gov't. Sales Rep	3152533203	3152539447	deere@oharamachinery.com
M & R SPORTS AND MOWER, INC.	2014 CRANE BROOK DR	AUBURN	13021	Gov't. Sales Rep	3152529069	3152550776	MANDRSPO@ROCHESTER.RR.COM
LAKELAND EQUIPMENT CORP.	5814 TEC DRIVE	AVON	14414	Gov't. Sales Rep	5852269680	5852269633	avonmail@lakelandequipment.com
LINDSEY EQUIPMENT	134 DANIEL ZENKER DRIVE	BIG FLATS	14814	Gov't. Sales Rep	6075623226	6075623296	lindseylawnbf@sny.rr.com
LINDSEY EQUIPMENT	207 WEST ARTERIAL HIGHWAY	BINGHAMTON	13901	Gov't. Sales Rep	6076485776	6076483513	
LAKELAND EQUIPMENT CORP.	7689 RIDGE ROAD WEST	BROCKPORT	144201722	Gov't. Sales Rep	5856373700	5856372543	brockportmail@lakelandequipment.com
LACORTE FARM & LAWN EQUIP	522 EDWARDS AVENUE	CALVERTON	11933	Gov't. Sales Rep	6317278700	6317271825	office@lacorteequipment.com
LEBERGE & CURTIS, INC.	5984 COUNTY ROUTE 27	CANTON	13817	Gov't. Sales Rep	3153868568	3153865285	awhite@lebergeandcurtis.com
CAZENOVIA EQUIPMENT CO., INC	2 REMINGTON PARK DRIVE	CAZENOVIA	13035	Gov't. Sales Rep	3156558620	3156558433	bhathom@cazequip.com
THE HUDSON RIVER TRACTOR CO.	2173 ROUTE 203	CHATHAM	12037	Gov't. Sales Rep	5183922506	5183927727	ron@hrtcompany.com
CAZENOVIA EQUIPMENT CO., INC	809 E. GENESEE STREET	CHITTENANGO	13037	Gov't. Sales Rep	3156873309	3156875295	bhathom@cazequip.com
N SYRACUSE LAWN & SNOW INC	8279 RTE 11	CICERO	13039	Gov't. Sales Rep	3156995221	3156995222	lawnsnow@TRAKNET.COM
DRAKE LAWN & GARDEN, INC.	9570 COUNTY RD	CLARENCE CTR	14032	Gov't. Sales Rep	7167419115	7167418367	judy@drakelawn.com

Group 40625-22792 Deere & Company Contractor & Pricing Information

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Dealer Name	Dir Phys Address 1	Dir Phys City	Dir Phys Zip	Contact	Dir Phone	Dir Fax No	Dealer Email Id
THE HUDSON RIVER TRACTOR CO.	1917 RT 9	CLIFTON PARK	12065	Gov't. Sales Rep	5188775059	5188776342	samn@hrtcompany.com
CAZENOVIA EQUIPMENT CO., INC	8186 SENECA TURNPIKE	CLINTON	13323	Gov't. Sales Rep	3157349015	3157349305	bmarshall@cazequip.com
Z&M AG AND TURF	8926 WEST MAIN ST	CLYMER	14724	Gov't. Sales Rep	7163554236	7163558886	MAILCLYMER@ZAHMANDMATSON.COM
CAZENOVIA EQUIPMENT CO., INC	3892 ROUTE 11 SOUTH	CORTLAND	13045	Gov't. Sales Rep	6077565693	6077531603	eburroughs@cazequip.com
DRYDEN LAWN & RECREATION INC	NORTH ST BOX 605	DRYDEN	13053	Gov't. Sales Rep	6078448671	6078443378	stevec@drydenlawn.com
Z&M AG AND TURF	1756 LINDQUIST DRIVE	FALCONER	147339710	Gov't. Sales Rep	7166653110	7166654216	MAILFALCONER@ZAHMANDMATSON.COM
THE HUDSON RIVER TRACTOR CO.	3021 ROUTE 5 SOUTH	FULTONVILLE	12072	Gov't. Sales Rep	5188533405	5188538697	tory@hrtcompany.com
THE HUDSON RIVER TRACTOR CO.	25 6 1/2 STATION ROAD	GOSHEN	10924	Gov't. Sales Rep	8452942500	8452948223	robh@hrtcompany.com
LAKELAND EQUIPMENT CORP.	4751 COUNTY ROAD 5	HALL	14463	Gov't. Sales Rep	5855266325	5855266073	hallmail@lakelandequipment.com
CHIEF EQUIPMENT, INC.	400 W. OLD COUNTRY ROAD	HICKSVILLE	11801	Gov't. Sales Rep	5188681400	5188684245	dan@chiefequip.com
KEIL EQUIPMENT CO. INC.	2356 ROUTE 9	HUDSON	12534	Gov't. Sales Rep	5185376221	5185375276	bradk@keloequipment.com
FALLS FARM & GARDEN EQUIP	1115 DIX AVE	HUDSON FALLS	12839	Gov't. Sales Rep	5187475252	5187473393	Tim@fallsfarm.com
MULLALLY TRACTOR SALES, INC.	4510 STATE ROUTE 52	JEFFERSONVILLE	127486110	Gov't. Sales Rep	8454825222	8454829028	tmullally@hvc.rr.com
CAZENOVIA EQUIPMENT CO., INC	2393 US ROUTE 11	LAFAYETTE	13084	Gov't. Sales Rep	3156779328	3156779453	bhathom@cazequip.com
CAZENOVIA EQUIPMENT CO., INC	5570 SHADY AVENUE	LOWVILLE	13367	Gov't. Sales Rep	3153763581	3153768225	rporter@cazequip.com
LAKELAND EQUIPMENT CORP.	185 MACEDON CENTER ROAD	MACEDON	14502	Gov't. Sales Rep	5854254428	5854253062	macedonmail@lakelandequipment.com
MOUNTAIN VIEW EQUIPMENT, LLC	4041 STATE ROUTE 11	MALONE	128534301	Gov't. Sales Rep	5184830420	5184832197	chet@mtviewequip.com
DRAKE LAWN & GARDEN, INC.	2070 CAYUGA DRIVE	NIAGARA FALLS	14304	Gov't. Sales Rep	7167311330	7167311760	dave@drakelawn.com
LAKELAND EQUIPMENT CORP.	3237 UNION STREET	NORTH CHILI	14514	Gov't. Sales Rep	5855943700	5855941175	chillmail@lakelandequipment.com
NORWICH IMPLEMENT INC	5821 STATE HWY 12	NORWICH	13815	Gov't. Sales Rep	6073366816	6073366816	nl@frontiernet.net
X Z&M AG AND TURF	7615 LEWISTON ROAD	OAKFIELD	14125	Gov't. Sales Rep	5859485261	5859488139	kconway@zahmandmatson.com
CAZENOVIA EQUIPMENT CO., INC	7443 STATE HWY 23	ONEONTA	13820	Gov't. Sales Rep	6074330646	6074330647	bmarshall@cazequip.com
MOUNTAIN VIEW EQUIPMENT, LLC	8092 STATE ROUTE 9	PLATTSBURGH	12901	Gov't. Sales Rep	5185613882	5185613724	scott@mtviewequip.com
LINDSEY EQUIPMENT	112 ROUTE 389	PORT CRANE	13833	Gov't. Sales Rep	6076485776	6076483513	bkilmerjd@yahoo.com
ADAMS POWER EQUIPMENT	741 DUTCHESS TURNPIKE	POUGHKEEPSIE	12603	Gov't. Sales Rep	8454540307	8454540871	adamspower@adamsfarms.com

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Group 40625-22792 Deere & Company Contractor & Pricing Information

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Dealer Name	Dir Phys Address 1	Dir Phys City	Dir Phys Zip	Contact	Dir Phone	Dir Fax No	Dealer Email Id
KEIL EQUIPMENT CO., INC.	7536 N BROADWAY	RED HOOK	12571	Gov't. Sales Rep	8457588888	8457588887	kmk@kellequipment.com
CAZENOVIA EQUIPMENT CO., INC	6224 US RT 11	SANDY CREEK	13145	Gov't. Sales Rep	3153873412	3153873677	rporter@cazequip.com
LAKELAND EQUIPMENT CORP.	13330 ROUTE 31	SAVANNAH	13146	Gov't. Sales Rep	3153652888	3153652887	savannahmail@lakelandequipment.com
THE HUDSON RIVER TRACTOR CO.	11853 STATE ROUTE 40	SCHAGHTICOKE	12154	Gov't. Sales Rep	5186922676	5186928025	donc@hrtcompany.com
KNIGHTS' FARM, LAWN & GARDN	7160 STATE ROUTE 158	SCHENECTADY	123087513	Gov't. Sales Rep	5183554669	5183554669	knightsfarm@aol.com
Z&M AG AND TURF	336 VAUGHN STREET	SPRINGVILLE	14141	Gov't. Sales Rep	7163372583	7163372585	mailspringville@zahmandmatson.com
DELAWARE SPORT CENTER LLC	30104 STATE HWY 10	WALTON	13856	Gov't. Sales Rep	6078658888	6078658709	sales@delawaresportcenter.net
CAZENOVIA EQUIPMENT CO., INC	25523 US RT 12 S	WATERTOWN	13601	Gov't. Sales Rep	3157858153	3157863252	rporter@cazequip.com
R. ARGENTO & SONS, INC.	1 PROSPECT AVE	WHITE PLAINS	10607	Gov't. Sales Rep	9149491152	9149480255	al@argentoandsons.com



Corporate Office: 1756 Lindquist Drive • Falconer, NY 14733 • 716-665-3110

9/28/17

DELIVERY

DEALER

PER M. BARBARO

(99)

February 2, 2017

Dear Valued Customer,

We are pleased to inform you that on February 1, 2017 Lakeland Equipment and Z&M Ag and Turf combined their assets and operations into a new company called LandPro Equipment, LLC. This combination was completed with the financial support and partnership of Argonne Capital Group, LLC, an Atlanta-based investment firm that specializes in partnering with and growing closely-held family businesses. The shareholders of Lakeland and Z&M have all retained ownership stakes in the newly combined company.

With 12 locations in Western New York and North West Pennsylvania, LandPro will be the largest John Deere ag and turf equipment dealer in the Northeast. The combination of the two companies will mean great things for customers and it's over 300 employees. Tracy Buck will be LandPro's President and will be supported by the same dedicated managers and employees that have contributed to the success of Lakeland and Z&M for decades. With 12 stores, LandPro Equipment will have more effective buying power with John Deere and its many vendors. This leverage will allow for a larger inventory of new and used equipment, parts available on hand, as well as more competitive pricing for LandPro customers.

Rest assured, we will do our best to manage this transition seamlessly. LandPro Equipment will continue to serve the same commercial, construction, farming and homeowner customers that Lakeland and Z&M have served for the past 30 years. As the two dealerships combine, they do so with similar customer service cultures and the desire to provide every customer with a quality experience.

In choosing our company's new name, we wanted to capture what we believe to be the two most important elements of our business – our customers and our employees. We know that whether you are a farmer who tends to thousands of acres or a homeowner mowing your lawn, you take pride in working your "Land". We take pride in having the most well-trained and professional employees who are committed to you, your land, your equipment and a first class customer service experience. Their drive and dedication to serve our customers and communities coupled with their incredible talent is the reason they are the "Pros".

We hope you will stop in and see us soon. Feel free to ask any of our employees questions or visit our new website www.LandProEquipment.com. In addition, we invite you to visit Argonne's website www.argonnecapital.com and learn more about our new partner in this excited venture.

We look forward to seeing you soon, and working with you and your families for many years to come.

Sincerely,

Tracy Buck
President
LandPro Equipment, LLC

Ryan Payment
Vice President
LandPro Equipment, LLC



Alexander • Avon • Brockport • Chili • Clymer • Edinboro, Pa • Falconer
Hall • Macedon • Oakfield • Savannah • Springville



www.LandProEquipment.com

NEW YORK - Piggyback Contract of National Joint Powers Alliance (NJPA) Ag Tractors and/or Implements Together with Related Equipment & Accessories

Contract Number: PC67140

Contract Period: October 22, 2015 - March 16, 2019

Eligibility: State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries and other nonpublic/nonprofit organizations. **John Deere dealers must refer to DealerPath to verify the nonpublic/nonprofit agencies.** For assistance with verifying an agency's eligibility, call 518-474-6717 or e-mail customer.services@ogs.ny.gov. Eligible agencies are not required to be members of NJPA to utilize this contract.

Piggyback Guidelines

Access the [NJPA](#) contract discounts and guidelines.

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**NATIONAL JOINT POWERS ALLIANCE (NJPA) - Ag Tractors and/or Implements
Together with Related Equipment & Accessories Contract**

**Contract
Number:** 021815-DAC

**Contract
Period:** May 18, 2015 – March 17, 2019

Eligibility: The contract allows for service to NJPA Member agencies in all states.

The following eligibility requirements must be met:

Entity must be a NJPA Member. John Deere dealers must refer to DealerPath to verify membership before quoting. **Please include the member number on the dealer quote or on the NJPA Member's purchase order.**

Eligible NJPA Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos.

Non-profit agencies are not eligible to purchase John Deere equipment on the NJPA contract.

To become an NJPA Member you can call 888-894-1930 for more details or visit the [NJPA website](#) to complete an application.

Quotes and Purchase Orders:

To obtain a quote, contact your local [John Deere Dealer](#). Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

**NATIONAL JOINT POWERS ALLIANCE (NJPA) - Ag Tractors and/or Implements
Together with Related Equipment & Accessories Contract**

**Contract
Number:** 021815-DAC

**Contract
Period:** May 18, 2015 – March 17, 2019

Eligibility: The contract allows for service to NJPA Member agencies in all states.

The following eligibility requirements must be met:

Entity must be a NJPA Member. John Deere dealers must refer to DealerPath to verify membership before quoting. **Please include the member number on the dealer quote or on the NJPA Member's purchase order.**

Eligible NJPA Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos.

Non-profit agencies are not eligible to purchase John Deere equipment on the NJPA contract.

To become an NJPA Member you can call 888-894-1930 for more details or visit the [NJPA website](#) to complete an application.

Quotes and Purchase Orders:

To obtain a quote, contact your local [John Deere Dealer](#). Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

CONTRACT DETAILS

Quotes

Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.

Allied
(Non-Deere)

Allowed. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.

Allied items are Order Zone products, implements, attachments, accessories, parts or bundles not manufactured by John Deere that are requested by the customer to complete the purchase of John Deere equipment awarded on contract.

Credit Cards

Not allowed on this contract.

Demo

Not allowed on this contract.

Fees

A non-taxable, optional delivery charge of \$4 per loaded mile is allowed for the delivering dealer. If charged, the fee must appear on the quote or purchase order. Use Google Maps to calculate the mileage.

Financing

Allowed. The John Deere Municipal Lease or a third party type municipal lease (if applicable) is allowed.

The low interest rate, low cost John Deere Municipal Lease, is a type of financing that is specifically designed for qualified state, government, and educational entities which allow full ownership at the end of the lease term.

Multiple Unit Discount

Multiple unit discounts are permitted. The contract discount plus the multiple unit discount equals the total discount. Discounts are based on the following schedule:

Quantity	Additional Discount
3-4	1%
5-6	2%

7-8	3%
9 units or more	4%

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. Self-propelled products must be listed in the same tabbed price book section. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit.

Frontier Equipment is excluded from the Multiple Unit Discount.

Non-Contract (Deere)

Allowed. Non-contract equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Non-Contract.

Non-contract items are John Deere manufactured Order Zone products, implements, attachments, accessories, parts or bundles that are not currently on contract but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.

Rental

Not allowed on this contract.

Special Delivery Obligations

None.

Substitutions

Allowed.

Trade-Ins

Allowed. Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Miscellaneous

Shipping charges apply for Alaska and Hawaii.

For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the NJPA member. The equipment will be FOB origin. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member.

For all other deliveries within the continental US, the equipment will be FOB destination

7-8	3%
-----	----

9 units or more	4%
-----------------	----

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. Self-propelled products must be listed in the same tabbed price book section. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit.

Frontier Equipment is excluded from the Multiple Unit Discount.

Non-Contract (Deere)

Allowed. Non-contract equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Non-Contract.

Non-contract items are John Deere manufactured Order Zone products, implements, attachments, accessories, parts or bundles that are not currently on contract but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.

Rental

Not allowed on this contract.

Special Delivery Obligations

None.

Substitutions

Allowed.

Trade-Ins

Allowed. Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Miscellaneous

Shipping charges apply for Alaska and Hawaii.

For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the NJPA member. The equipment will be FOB origin. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member.

For all other deliveries within the continental US, the equipment will be FOB destination

(the NJPA member will NOT be charged
factory freight to the delivering dealer).

PRICE STRUCTURE

****Please include the
NJPA member
number on the
dealer quote or on
the NJPA Member's
purchase order.****

Price Book Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
A2	Tractors (5045E, 5055E, 5065E, 5075E Models)	14%	Current
A2	Tractors (5085E & 5100E Models)	18%	Current
A2	Tractors (5000M, 5000G, 5000R Models)	21%	Current
A2	Tractors (6000-9000 Models)	23%	Current
A3	Combines	20%	Current
A4	Cotton	20%	Current
A5	Hay & Forage	20%	Current
A6	Tillage	20%	Current
A7	Drills/Air Seeders/Planters	20%	Current
A8	Sprayers	20%	Current
A9	Implements & Attachments	20%	Current
A10	Ag Management Solutions (AMS)	4%	Current

Frontier	Cutting & Mowing	17%	Current
	Hay & Forage	17%	Current
	Landscaping	17%	Current
	Material Handling	17%	Current
	Planting & Seeding	17%	Current
	Snow	17%	Current
	Cotton	17%	Current
	Livestock	17%	Current
	Transports	17%	Current
	Tillage	17%	Current

PAYMENT REMITTANCE INFORMATION

Remit to Address:
Deere & Company
Ag & Turf CBD & Government Sales
21748 Network Place
Chicago, IL 60673-1217

CONTRACT UPDATES

March 22, 2017 - Updated description to include new 5000R models.

August 2, 2016 - Updated description to include new 5000G models.

May 21, 2015 - Removed the 5085E tractor from the 14% discount category because the model was appearing in both the 14% and 18% discount categories. The 5085E should receive a 18% discount.

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**STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
NEW YORK STATE PROCUREMENT
PIGGYBACK CONTRACT FOR COMMODITIES**

New York State Contract #

PC67140 ✓

Master Contract #

021815-DAC

DESIGNATED CONTACTS:	
Primary Contact: Dorah Rosenzweig	Secondary Contact: Mike Riley
E-mail address: dorah.rosenzweig@ogs.ny.gov	E-mail address: Michael.riley@ogs.ny.gov

THIS CONTRACT for establishment of a "piggyback" contract is made between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (hereinafter "State" or "OGS") whose principal place of business is the 41st Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163(10)(e), and Deere and Company (hereinafter "Contractor," "Vendor" or "Offerer"), with its principal place of business at 2000 John Deere Run, Carey NC 27513. OGS and Contractor are hereby individually referred to as a "Party" and collectively referred to herein as "the Parties".

Whereas, in accordance with New York State Finance Law §163(10)(e), the Commissioner of OGS (hereinafter "Commissioner") may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states; and

Whereas, the National Joint Powers Alliance ("NJPA"), a department, agency, office, political subdivision or instrumentality of the State of Minnesota, let a certain Contract Number 021815-DAC with Contractor for Agricultural Tractors with Related Equipment and Accessories (hereinafter "Master Contract"); and

Whereas, OGS is a member of NJPA and is therefore authorized to utilize NJPA contracts; and

Whereas, OGS New York State Procurement (hereinafter "NYSPro"), on behalf of the Commissioner, finds it necessary and desirable to enter into such a contract (hereinafter "Piggyback Contract" or "Contract"), with Contractor for the purchase of specified products or services under the terms and conditions established pursuant to the Master Contract; and

Whereas, OGS placed notice of its intention to enter into a single source contract with Contractor by placing a notice in the July 8, 2015 edition of the New York State Contract Reporter.

Therefore, by completing and signing this Piggyback Contract, Contractor is willing and able to enter into a contract and authorizes OGS to process the Piggyback Contract and provide notification regarding the availability of this Piggyback Contract.

1. PIGGYBACK CONTRACT SCOPE

This document sets forth the terms and conditions governing acquisitions under this Piggyback Contract for use by Authorized Users. All the terms, conditions, covenants and representations contained herein and in the Master

Contract, except as modified by this Piggyback Contract, are hereby incorporated by reference and deemed to be a part of this Piggyback Contract as if fully set forth at length herein. The terms and conditions of this Piggyback Contract shall supersede any conflicting terms and conditions set forth in the Master Contract.

The Master Contract is expressly amended as noted in Section 4, *Merger of Appendices/Conflict of Clauses*, below.

2. TERM

The term of this Piggyback Contract shall be the last date of execution by the Parties through the end of the Master Agreement term, unless otherwise mutually agreed by the Parties in writing.

3. CONTRACT AMENDMENTS AND RENEWALS

Any modifications to this Piggyback Contract must be made by an instrument in writing executed by the Parties hereto. Contractor shall submit copies of any modifications to or renewals of the Master Contract, including new products, terms, or price changes, to NYSPRO within 48 hours of enactment. NYSPRO may accept a modification to or renewal of the Master Contract in full. If a modification is not fully acceptable to NYSPRO, either the Contractor or OGS may terminate the Piggyback Contract in accordance with its terms or amend the Piggyback Contract to accept the modification to the Master Contract in part.

However, in accordance with Appendix B, Section 40, *Modification of Contract Terms*, an Authorized User shall have the authority to accept an offer from Contractor for more advantageous terms and pricing than those under this Piggyback Contract. An Authorized User shall not have the authority to accept any other requests for modifications to the Piggyback Contract, which must be handled as outlined herein.

4. MERGER OF APPENDICES/CONFLICT OF CLAUSES

This Piggyback Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence, which supersedes the order of precedence stated in Appendix B.

I. Appendix A	Standard Clauses for NYS Contracts
II. Piggyback Contract	This Document
III. Appendix B	OGS General Specifications
IV. Master Contract	NJPA Contract # 021815-DAC.

5. APPENDIX B AMENDMENTS

The following sections of Appendix B are hereby deleted: 6 (*International Bidding*), 7 (*Bid Opening*), 8 (*Bid Submission*), 9 (*Facsimile Submissions*), 10 (*Authentication of Facsimile Bids*), 11 (*Late Bids*), 12 (*Bid Contents*), 13 (*Extraneous Terms*), 15 (*Release of Bid Evaluation Materials*), 21 (*Product References*), 26 (*Site Inspection*), 28 (*Samples*), 30 (*Conditional Bid*), 31 (*Clarification/Revisions*), 32 (*Prompt Payment Discounts*), 33 (*Equivalent or Identical Bids*), 36 (*Quantity Changes Prior To Award*) and 37 (*Timeframe for Offers*).

6. APPLICABLE LAW

This Piggyback Contract shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See Section 14, *Governing Law*, in Appendix A.

7. AUTHORIZED USERS

Authorized User” shall have the meaning set forth in the State Finance Law section 163(1)(k). This Piggyback Contract is for use by Authorized Users, which includes, but is not limited to, New York State agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

Upon request, all eligible non-State agencies must furnish the Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS NYSPRO Customer Services at 518-474-6717 or at customer.services@ogs.ny.gov.

8. PREFERRED SOURCES

New York State Finance Law §162 mandates that a New York State agency, public authority, political subdivision or public benefit corporation obtain certain commodities and services from preferred sources, such as Correctional Industries (Corcraft), the blind and the disabled, when such products or services meet the form, function and utility of the entity. Some products or services under this Piggyback Contract may be available from one or more preferred sources. Contractor understands and agrees that such products and services must be purchased from a preferred source in accordance with New York State Law.

9. NOTICES

All notices, demands, designations, certifications, requests, reports, offers, consents, approvals and other instruments given pursuant to this Piggyback Contract shall be in writing and shall be validly given when mailed by registered, certified or overnight mail, or hand delivered and, (i) if to the State, addressed to the State at its address identified as indicated below, or (ii) if to the Contractor, addressed to the Contractor at its address identified as indicated below. A Party may, from time to time, specify any address in the United States as its address for purposes of notices under this Piggyback Contract by giving fifteen (15) days written notice to the other Party. The Parties mutually agree to designate individuals in their respective organizations for purposes of receiving notice pursuant to this Piggyback Contract. The representatives for the State and the Contractor will be identified, and updated, on the Contract Award Notification page associated with this Piggyback Contract.

10. PROCESSING CONTRACT PAYMENTS

The Contractor acknowledges that a contract payment cannot be processed by an Authorized User until the contract products have been delivered and accepted.

11. CONTRACT BILLINGS AND PAYMENTS

Appendix B, Section 62, *Contract Billings*, is hereby deleted and replaced with the following:

- I. **Billings.** Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Piggyback Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of this Piggyback Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct

the Contractor to provide the information to the State Comptroller or to any Authorized User of the Piggyback Contract.

- II. Payment of Piggyback Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Piggyback Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

- III. Payment of Piggyback Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Piggyback Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

12. PAYMENTS OF INTEREST

Appendix B, Section 64, *Interest on Late Payments*, is hereby deleted and replaced with the following:

- a. **State Agencies** Upon acceptance of product or as otherwise provided by this Piggyback Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law §179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by Agency may be made in accordance with State Finance Law §§179-d et. seq. and the implementing regulations (2 NYCRR §18.1 et seq.).
- b. **By Non-State Agencies** Upon acceptance of product or as otherwise provided by this Piggyback Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of State Finance Law Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.
- c. **By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

The Federal Prompt Payment Law (or any other law governing payment terms incorporated in the Master Contract) does not apply to the Piggyback Contract regardless of customer.

13. PRODUCT DELIVERY

Appendix B, Section 45, *Product Delivery*, is hereby deleted and replaced with the following:

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise agreed by the Authorized User and Contractor, delivery shall be made within ninety calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

14. REPORT OF CONTRACT PURCHASES

Contractor shall furnish a report of all Products provided under the Piggyback Contract during each quarterly period, no later than the 15th of the month following the close of each quarter. Quarterly periods will end on March 31st, June 30th, September 30th and December 31st. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and be indicated as required. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the New York State Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Piggyback Contract term. The report or the information therein shall also be made available to NJPA upon request in accordance with the Master Contract.

15. PRICE AND DISCOUNT

I. **MINIMUM ORDER.** There are no minimum order quantities under the Master Contract or this Piggyback Contract.

II. **PRICE AND DISCOUNTS.** Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

In the alternative, shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

III. "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the commodities included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the commodities herein and are:

-
- A. lower in price
-and/or-
 - B. available under terms that are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

State agencies are reminded that the Contractor must be provided an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit.

16. USE OF SUBCONTRACTORS/RESELLERS/DISTRIBUTORS/DEALERS

Consistent with Section 3.23 – 3.23.2 of NJPA RFP #021815, Contractor shall be fully liable for Subcontractor, Reseller, Distributor and/or Dealer performance under this Piggyback Contract, and their compliance with all Piggyback Contract terms and conditions.

17. OVERLAPPING CONTRACT ITEMS

Products/services available under this Piggyback Contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

18. CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall procure at its sole cost and expense, prior to this Piggyback Contract taking effect, and shall maintain in force at all times during the term of this Piggyback Contract, policies of insurance as herein below set forth, written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. If during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall deliver to OGS evidence of such policies in a form acceptable to OGS. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under this Piggyback Contract.

I. General Conditions Applicable to Insurance. All policies of insurance required by this Piggyback Contract must meet the following requirements:

A. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph II Insurance Requirements below.

B. Policy Forms. Except as may be otherwise specifically provided herein or agreed to in writing by OGS, policies must be written on an occurrence basis.

C. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance and all required endorsements, in a form satisfactory to OGS, prior to this Piggyback Contract taking effect, and within three (3) business days of request to OGS.

1. Certificates shall reference the New York State Contract Number.

2. **ALL OF THE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Office of General Services, New York State

Procurement (NYSPRO), 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

3. Certificates shall be submitted to:

The New York State Office of General Services
New York State Procurement (NYSPRO)
Corning Tower- 38th Floor
Empire State Plaza
Albany, NY 12242

4. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment, in which case, notice shall be provided as required by law to OGS, Attention: NYSPRO, Corning Tower – 38th Floor, Empire State Plaza, Albany, New York 12242. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

5. Certificates of Insurance shall:

- a. Be in the form approved by OGS;
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by this Piggyback Contract;
- c. Specify the Additional Insureds and Named Insured as required herein;
- d. Refer to this Piggyback Contract by its New York State Contract Number and any other attachments on the face of the certificate; and,
- e. Be signed by an authorized representative of the insurance carrier or producer.

6. Only original documents or electronic forms that can be directly traced back to the insurance carrier, agent or broker via e-mail distribution (Certificates of Insurance and other attachments) will be accepted.

D. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from the Contractor's work under this Piggyback Contract, or as a result of the Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Contractor's insurance.

E. Policy Renewal/Expiration. At least thirty (30) days prior to the expiration of any policy required by this Piggyback Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the State than the expiring policies shall be delivered to OGS in the manner required for service of notice in Paragraph I.C. Certificates of Insurance/Notices, above. If, at any time during the term of this Piggyback Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Piggyback Contract, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS. Should the Contractor fail to provide or maintain any insurance required by this Piggyback Contract, or proof thereof is not provided, OGS or Authorized Users may withhold further payments due under this Piggyback

Contract or treat such failure as a breach or default of this Piggyback Contract. In the event of such a breach, the Contractor shall be subject to liability for damages, indemnification and all other legal remedies available to OGS. The Contractor's failure to obtain and/or keep in effect any and all required insurance shall also provide the basis for OGS' immediate termination of this Piggyback Contract, subject only to a five (5) business day cure period. Any termination by OGS or any delay, time lost or additional cost incurred as a result of the Contractor not having insurance required by this Piggyback Contract or not providing proof of same in a form acceptable to OGS, shall in no event constitute or be deemed a breach of this Piggyback Contract and no liability shall be incurred or arise against OGS or any Authorized User, its agents and employees therefrom for lost profits or any other damages.

F. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

G. Subcontractors. Should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this Piggyback Contract the insurance requirements of this document on the Subcontractor, as applicable. Proof thereof shall be supplied to OGS.

All insurance required by this Piggyback Contract shall name The People of the State of New York, its officers, agents, and employees as additional insureds hereunder. The General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85 or the equivalent. Such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. Additional Insured Endorsements shall be provided prior to this Piggyback Contract taking effect and within three (3) business days of request to OGS, NYSPRO, Corning Tower - 38th Floor, Empire State Plaza, Albany, New York 12242. The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

II. Insurance Requirements. The Contractor, throughout the term of this Piggyback Contract, or as otherwise required by this Piggyback Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Piggyback Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

A. Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage and personal/advertising injury from all work and operation under this Piggyback Contract. The limits under such policy shall not be less than the following:

1. Each Occurrence limit - \$2,000,000.00
2. General Aggregate - \$2,000,000.00
3. Products/Completed Operations Aggregate - \$2,000,000.00
4. Personal/Advertising Injury - \$1,000,000.00
5. Damage to Rented Premises - \$50,000.00
6. Medical Expenses - \$5,000.00
7. Coverage shall include, but not be limited to, the following:
 - a. premises liability;
 - b. independent contractors;
 - c. blanket contractual liability, including tort liability of another assumed in a contract;

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- d. defense and/or indemnification obligations, including obligations assumed under this Piggyback Contract;
 - e. cross liability for additional insureds;
 - f. products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by this Piggyback Contract;
 - g. explosion, collapse, and underground hazards; and,
 - h. contractor means and methods.
8. The following ISO forms must be endorsed to the policy:
- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
 - b. CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)
 - c. Waiver of Subrogation

B. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile in connection with the work required under this Piggyback Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident and shall name the People of the State of New York, its officers, agents, and employees and the New York State Office of General Services as additional insureds. The limits may be provided through a combination of primary and umbrella liability policies.

C. Garage Liability Insurance including coverage for all garage operations of the Contractor, including premises and operations; products and completed operations, and garagekeepers liability coverage with minimum limits of:

- Garage liability insurance-\$1,000,000.00 for garage operations; and
- Garagekeepers liability-\$100,000.00 per vehicle in custody, \$500,000.00 aggregate on a “direct primary” basis.

The policy shall name the People of the State of New York, its officers, agents, and employees and the New York State Office of General Services as additional insureds. In the event that Contractor will not be towing, repairing or garaging any products sold under this Piggyback Contract, Contractor need not maintain the Garage Liability Insurance required hereunder, provided that any of Contractor’s subcontractors/dealers/distributors/resellers who will be towing, repairing or garaging products sold under this Piggyback Contract shall maintain such Garage Liability Insurance. By signing this Piggyback Contract, Contractor certifies and represents that all such subcontractors/dealers/distributors/resellers have Garage Liability Insurance in effect as required herein. Contractor shall provide the State with proof of such coverage upon request.

Waiver of Subrogation. For the coverages required above, the Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer’s right of subrogation against The People of the State of New York, its officers, agents and employees, the New York State Office of General Services and any Authorized User of this Piggyback Contract. Waiver of Subrogation Endorsements shall be provided prior to this Piggyback Contract taking effect and within three (3) business days of request to OGS, NYSPRO, Corning Tower- 38th Floor, Empire State Plaza, Albany, NY 12242.

III. Workers' Compensation Insurance and Disability Benefits Requirements

New York State Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in Offerer/Contractor not being considered for this Piggyback Contract or renewal of same.

A. Proof of Compliance with Workers' Compensation Coverage Requirements:

An ACORD form is NOT acceptable proof of workers' compensation coverage.

1. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:

- a. Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- b. Obtain such coverage from an insurance carrier; or
- c. Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

2. A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services **before this Piggyback Contract can be executed by the Commissioner.**

- a. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov).
- b. Certificate of Workers' Compensation Insurance:
 - i. Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
 - ii. Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
- c. Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- d. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

B. Proof of Compliance with Disability Benefits Coverage Requirements:

1. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, a contractor shall:

- a. Be legally exempt from obtaining disability benefits coverage; or
- b. Obtain such coverage from an insurance carrier; or
- c. Be a Board-approved self-insured employer.

2. A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the Office of General Services **before this Piggyback Contract can be executed by the Commissioner.**

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- a. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov).
 - b. Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
 - c. Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

19. PURCHASE ORDERS

Purchase Orders shall be effective and binding upon Contractor when placed in the mail or electronically transmitted during this Piggyback Contract period addressed to the Contractor at the address for receipt of orders designated in the Master Contract or Contract Award Notification. Any discrepancies between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Piggyback Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. If an Authorized User of the Piggyback Contract adds written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Piggyback Contract, the Contractor may reject the Purchase Order within five (5) business days of its receipt or fulfill the Purchase Order. Prior to rejection of any additional terms and conditions to the Purchase Order, the Contractor has an obligation to attempt to negotiate the additional written terms and conditions in good faith with the Authorized User. For more details on these provisions, See Appendix B, Section 44, *Purchase Orders*.

20. ESTIMATED / SPECIFIC QUANTITIES

Appendix B, Section 42, *Estimated/Specific Quantity Contracts*, is hereby deleted and replaced with the following:

- a. Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Piggyback Contract term. No guarantee of any quantity(s) is implied or given.
- b. With respect to any specific quantity stated in the Piggyback Contract or Participation Agreement, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Piggyback Contract or Participation Agreement. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Piggyback Contract or Participation Agreement quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

21. INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT

This Piggyback Contract will be an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. All quantities or dollar values listed within the Piggyback Contract or applicable Participation Agreement are estimates.

Numerous factors could cause the actual volume of product purchased under the Piggyback Contract to vary substantially from the estimates in the Piggyback Contract or applicable Participation Agreement. Such factors include, but are not limited to, the following:

- Such Piggyback Contracts will be nonexclusive contracts;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;

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- The individual value of each Piggyback Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the contract period; and,
 - The State reserves the right to terminate any Piggyback Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Piggyback Contract.

In NYSPRO's experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By execution of this Piggyback Contract, Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Piggyback Contract could vary substantially from the estimates provided in this Piggyback Contract or applicable Participation Agreement.

22. CATALOGS AND PRICE SHEETS

Catalogs and price lists shall be provided in accordance with the terms of the Master Contract. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

23. DISPUTE RESOLUTION POLICY

It is the policy of NYSPRO to provide the Contractor with an opportunity to administratively resolve disputes, complaints or inquiries related to this Piggyback Contract. NYSPRO encourages the Contractor to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. A copy of NYSPRO Dispute Resolution Procedures for Vendors may be obtained by contacting OGS or through the OGS website at <http://www.ogs.ny.gov/BU/PC/Docs/VendorDisputePolicy.pdf>.

24. SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an offerer/bidder during the procurement process. An offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this Piggyback Contract. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

25. NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

I. OGS conducts a review of prospective contractors ("offerers") to provide reasonable assurances that an offerer is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess an offerer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. If interested in contracting with New York State, an offerer must agree and hereby agrees to fully and accurately complete the Questionnaire. The offerer acknowledges that the State's execution of a contract will be contingent upon the State's determination that the offerer is responsible and that

the State will be relying upon the offerer's responses to the Questionnaire when making its responsibility determination.

OGS recommends each offerer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Offerers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the offerer prior to contract award, the offerer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to OGS' transmittal to you of this Piggyback Contract. An offerer's Questionnaire cannot be viewed by OGS until the offerer has certified the Questionnaire. It is recommended that all offerers become familiar with all of the requirements of the Questionnaire and complete as soon as possible to allow sufficient time for OGS review prior to Piggyback Contract execution.

II. The Contractor shall at all times during the Piggyback Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Piggyback Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Activity under the Piggyback Contract may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Piggyback Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Piggyback Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Piggyback Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

26. NEW YORK STATE TAX LAW SECTION 5-a

Tax Law §5-a requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed as soon as possible upon OGS' transmittal to Contractor of this Piggyback Contract and submitted to the procuring covered Agency certifying that the contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned prior to such request). Failure to make either of these filings may render a contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the contractor certification forms and instructions are provided below. Form ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Vendors may call DTF at 518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>.

27. NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract, the contractor and any designated authorized dealers/distributors/resellers who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized dealers/distributors/resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the contractor is already registered in the Vendor File, the contractor must enter its ten-digit Vendor ID on this Piggyback Contract.

If the contractor is not currently registered in the Vendor File, it must request assignment of a Vendor ID number from OGS. Complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to OGS. Please send this document to a Designated Contact for this Contract. In addition, if an authorized dealer/distributor/reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) should be completed by each designated authorized reseller and submitted to OGS. The OGS will initiate the vendor registration process for all companies and their authorized dealers/distributors/resellers. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

28. ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology.

More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <http://ogs.ny.gov/EO/4/Default.asp>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

29. USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State supports and encourages contractors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Piggyback Contract. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Section 22, *Remanufactured, Recycled, Recyclable or Recovered Materials*.

30. TAKE-BACK/RECYCLING

- I. A State agency is reminded of its obligation to comply with the New York State Finance Law §§167 and 168 regarding surplus property redistribution before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
- II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to all Authorized Users who participate in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See subsection III below for specific requirements governing electronic equipment recycling.
- III. If Contractor is a manufacturer of covered electronic equipment pursuant to the NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act"), it agrees to comply with the requirements of the Act. The Act requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.
- IV. If a Contractor offers a take-back/recycling program, and an Authorized User participates in same, then the Authorized User shall provide certification of data destruction from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value.
- V. Where Contractor's authorized subcontractor/dealer/distributor/reseller offers a take-back recycling program, Contractor shall pass through the requirements of this section so that they are binding on such subcontractors/dealers/distributors/resellers for purposes of this Piggyback Contract.

31. BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

32. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection VII of this Section or enforcement proceedings as allowed by the Contract.

II. Contract Goals

For purposes of this procurement, OGS conducted a comprehensive search and determined that this contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to Contractor. Contractor is however encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. To locate MWBEs, the Directory of Certified Businesses can be viewed at: <http://www.esd.ny.gov/MWBE/directorySearch.html>

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall:
 - a. Submit an EEO policy statement to OGS with the bid, or
 - b. If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement annexed hereto; or
 - c. Contractor shall certify and affirm that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.
 - 3. The Contractor's EEO policy statement shall include the following language:

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- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- C. To ensure compliance with this Section, the Contractor shall submit Form EEO 100- Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.
- D. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")
Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

33. MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Piggyback Contract.

34. DIESEL EMISSION REDUCTION ACT OF 2006

Pursuant to § 19-0323 of the N.Y. Environmental Conservation Law ("the Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of their governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by

December 31, 2015 (unless further extended by law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

35. ENTIRE AGREEMENT

This Piggyback Contract and the referenced appendices constitute the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Piggyback Contract shall not be changed, modified or altered in any manner except as provided in Section 3 of this Piggyback Contract.

36. CAPTIONS

The captions contained in this Piggyback Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

37. SEVERABILITY

If any provision of this Piggyback Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Piggyback Contract, which shall be enforced and interpreted as if such provision was never included in the Piggyback Contract.

IN WITNESS WHEREOF, the Parties therefore hereby execute their mutual agreement to the terms of this Piggyback Contract. This Piggyback Contract shall be a binding agreement between the Parties when executed and created as set forth in clause 38 of Appendix B. The State further warrants that, where Contractor is asked to execute multiple original copies of this signature page along with a complete original copy of the Contract, the approved signature page(s) will be affixed by the State to additional copies of this Contract which conform exactly to the complete original copy as submitted by Contractor and executed simultaneously therewith.

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Piggyback Contract, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying),

and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

DEERE AND COMPANY

By: Collis Jones

Name: Collis Jones

Title: Manager Government Sales

Contractor Firm Name: Deere & Company

Federal Tax Identification #: 36-2382580

Vendor Identification Number: 1000009176

STATE OF NEW YORK

By: Bruce Hallenbeck 10/22/15

Name: Bruce Hallenbeck

Director

Title: Procurement Services

NYS Office of General Services

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF North Carolina }

: Sworn Statement:

COUNTY OF Wake }

On the 20th day of July in the year 2015, before me personally appeared COLLIS JONES, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at 2000 John Deere Run

Town of Cary

County of Wake, State of NC; and further that:

[Check One]

☐ If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ If a corporation): he is the Manager Government Sales of Deere & Company, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Teresa R. Jones
Signature of Notary Public

Notary Public Registration No. 201005000117

State North Carolina

661

THE LANCASTER POLICE DEPARTMENT



525 Pavement Road
Lancaster, NY 14086

Tel: (716) 683-2800
Fax: (716) 681-2352

CHIEF OF POLICE
GERALD J. GILL, JR.

MEMORANDUM

DATE: September 28, 2017

TO: Diane Terranova, Town Clerk

FROM: Chief Gerald J. Gill, Jr.

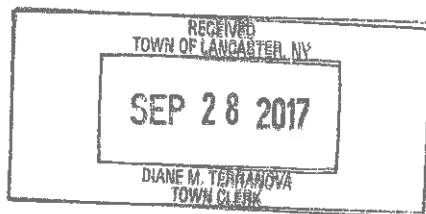
SUBJECT: Articles/Communications

A handwritten signature in cursive script, appearing to read "Gerald J. Gill, Jr.", positioned to the right of the "FROM:" line.

Please place the attached documents on communications.

If there are any questions, please feel free to contact me.

Enclosures



THE SENATE
STATE OF NEW YORK
SENATOR PATRICK M. GALLIVAN
59TH DISTRICT

September 14, 2017

Chief Gerald Gill, Jr.
Lancaster Police Department
525 Pavement Road
Lancaster, NY 14086

Dear Chief Gill,

Allow me to congratulate you and the members of the Lancaster Police Department on being awarded a Certificate of Accreditation by the New York State Law Enforcement Agency Accreditation Council. This designation speaks to the high level of excellence and professionalism demonstrated by the men and women of the Lancaster Police Department on a daily basis.

As a former State Trooper and Sheriff of Erie County, I understand the challenges facing law enforcement agencies and have great appreciation for those departments who meet rigorous practices, procedures, policies and standards. The accreditation will further promote public confidence in the work of the Lancaster Police Department.

Again, congratulations on this remarkable achievement.

Sincerely,

Patrick M. Gallivan
Senator-59th District

Congrats!!



Depew Bee



2017-09-21 / Local News

Lancaster Police Department gains state accreditation

The Lancaster Police Department has been awarded accreditation by the New York State Law Enforcement Agency Accreditation Council at a ceremony earlier this month in Albany.

According to a press release from Lancaster police, the agency evaluated practices, procedures, policies and orders by a state team of law enforcement experts.

The Lancaster Police Department was determined to demonstrate "a high level of excellence and professionalism," the release said.

The accreditation process, designed to enhance the effectiveness and efficiency of police departments, will serve to promote public confidence, heighten staff morale through consistency of operations and reduce exposure to legal liability.

"The pursuit of this ambitious operational project underscores the commitment to excellence the citizens of Lancaster have come to expect from the women and men of the Lancaster Police Department," said Lancaster Police Chief Gerald J. Gill Jr.

The status is effective through Sept. 6, 2022, when a re-evaluation will be conducted by the accreditation council again.



Depew Bee



2017-09-21 / Local News

Lavertu pleads guilty

Sebastien Y. Lavertu, 32, of Quebec, Canada, has pleaded guilty before State Supreme Court Justice John L. Michalski to leaving the scene of an accident resulting in death, according to a press release from the Erie County District Attorney's Office.

At about 11:50 p.m. on June 21, Lavertu was behind the wheel of a tractor-trailer along Pavement Road at Broadway in Lancaster when he fatally struck a pedestrian, 28-year-old Ryan Johns of Depew, and drove away, the release said.

Lancaster police used video from several sources to identify the truck in the crash. Lavertu was taken into custody when his damaged truck was spotted crossing from the Quebec border into New York State at Lake Champlain.

District Attorney John J. Flynn Jr. credited the outstanding investigative work of the Lancaster Police Department, including Lt. Ronald Rozler, Detective Mark Fowler and Officers Shaun DiMino and Richard Albert. Chief Kelley Omel of the DA's Vehicular Crimes Bureau prosecuted the case.

[Return to top](#)

Gerald Gill

From: Georgine Bolender
Sent: Tuesday, September 19, 2017 1:10 PM
To: Angela Lleras
Cc: Gerald Gill; Marco Laurienzo; Jeffrey Smith
Subject: MV104A for Mr [REDACTED]

Hi Angela

I am relaying a message from a Mr. [REDACTED] from S. Irwinwood He was in an accident on Sept 9 on Transit Rd... Compl #17-715072.

He wanted me to tell you that he appreciated the way you dealt with him. You were "very courteous and kind" and you are "an asset to your department" !

He very much appreciated your information regarding the DMV reporting.

In this day and age, when people are so fast to criticize and complain about others, I wanted to make sure you were aware of the compliments given to you. And I promised him I would tell you .

[REDACTED]
[REDACTED]
[REDACTED]

Lancaster Central School District

*Lancaster High School
1 Forton Dr.
Lancaster, NY 14086-1199*

*Student Union
(716) 686-3277*

September 19, 2017

Chief Gerald Gill
Lancaster Town Police
525 Pavement Road
Lancaster, NY 14086

Dear Chief Gill:

The Student Union of Lancaster High School is sponsoring the 37th Bonfire for Lancaster/Depew Week. The date of this event will be Tuesday, October 10, 2017, beginning at 6:00 p.m. and concluding at 9:00 p.m. The raindate is Wednesday, October 11, 2017. It will take place on the southwest corner of the high school's property.

We would appreciate any support your department can give us in helping conduct the evening's activities.

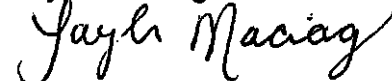
An organizational meeting of all participants will be held on Tuesday, October 3, 2017 at the south end of the school at 2:30 p.m. We would appreciate if you or your representative could attend.

If you have any questions, please feel free to contact the Student Union Advisor, Mr. Mark Skowron at school at 686-3277. Thank you for your time.

Sincerely,

Bonfire Chairpersons

Taylor Maciag



Rachel Miklas



Maria Petracca



c: Officer Pat O'Brien

[diskb/bonfire
LancasterTownPolice]

Hillview Elementary School

Lancaster Central Schools • 11 Pleasantview Drive, Lancaster, New York 14086 (716) 686-3280 Fax (716) 686-3307

Amy B. Moeller, Principal

September 11, 2017

Mr. Gerald Gill Jr., Chief of Police
Lancaster Town Police
525 Pavement Road
Lancaster, New York 14086

Dear Chief Gill:

The annual Open House for Lancaster Elementary Schools will be held on the evening of September 21st from 6:00-7:45 pm. Past experience has been to expect most parents. Hillview's enrollment is now 508 so attendance might approach the 1,016 figure. Our location at Transit and Pleasantview can create traffic problems. Our south lot's main entrance is on Transit while the north lot opens to Pleasantview.

We would be most appreciative of anything that your department could do by way of traffic control between 5:30 and 8:15pm.

Thank you for your cooperation.

Sincerely,



Amy Moeller
Principal

AM:db



"Setting a strong foundation for a new generation."

THE MISSION of Hillview School is for the entire school community to provide a caring environment in which the whole child can achieve academic success, develop a love of learning and demonstrate respect for others.

Lancaster Central School District

*Lancaster High School
1 Forton Dr.
Lancaster, NY 14086-1199*

*Student Union
(716) 686-3277*

September 20, 2017

Chief Gerald Gill
Town of Lancaster Police Headquarters
525 Pavement Road
Lancaster, NY 14086

Dear Chief Gill:

Enclosed please find a copy of our letter sent to the Town of Lancaster requesting permission for our annual Lancaster-Depew Motorcade on Friday, October 13, 2017.

Please make arrangements for Officer Pat O'Brien to be present at the Motorcade meeting for student drivers, which will be held on Wednesday, October 11, 2017 at 7:00 a.m. and 2:15 p.m. in Room 124 at Lancaster High School.

If you have any questions, please feel free to contact our advisor, Mr. Skowron at school at 686-3277.

Enclosed please find a copy of the route and time schedule.

Sincerely,

MOTORCADE CHAIRPERSONS

Danielle Crane
Danielle Crane

Kailee Miller
Kailee Miller

Sara Wagner
Sara Wagner

c: Officer Pat O'Brien

Gerald Gill

From: William Karn
Sent: Tuesday, September 19, 2017 3:28 PM
To: Gerald Gill
Subject: wallet return

All of the information that you gave us was passed along to the wallet's owner, who is now back in the United States. He apparently lost the wallet while traveling recently in Vietnam. Thank you for your assistance!

Capt. William Karn
Lancaster Police Department

Yep I heard that he'd contacted the guy who found it in Vietnam! I'm so glad it will get back to him! It's also nice to see that even though you guys are so busy you still take the time to respond to Facebook and contact people within your community! I'm super proud of our police here in my country but I'm sure they wouldn't be able to track someone down and get the Id back to them like you guys did! Kudos to you!!! (And let's not even try and think about Vietnamese police trying!!) I was really worried about identity theft for the poor guy!

Today another Americans wallet has been found and posted about on that site now! I don't even live in Vietnam any more but it still pops up on my Facebook! I won't try and track down the local police again though I had 100% success this time I don't want to ruin my perfect score!

Have a great day! Your city must be lovely with such an efficient police force!

Captain William J. Karn Jr.
Lancaster Police Department
Detective Bureau
525 Pavement Road
Lancaster, NY 14086
Desk: (716)683-3120 x112
Cell: (716)583-6132
Dispatch: (716)683-2800
wkarn@police.lancasterny.gov

662

SUPERVISOR
Johanna M. Coleman

COUNCIL MEMBERS
John M. Abraham Jr.
Dawn Gaczewski
Ronald Ruffino Sr
Matthew Walter

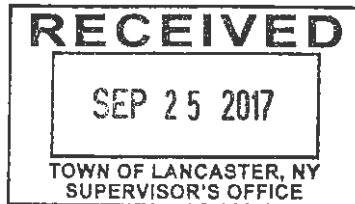


Department of Parks,
Recreation & Forestry

Park Crew Chief
Mark D. Lubera

525 Pavement Road
Lancaster, NY 14086
716-684-3320 phone
716-685-3497 fax

September 22, 2017



*COPY TO: D. BROWN
J. FALMER*

Supervisor Johanna Coleman and
Council Members
Town of Lancaster
21 Central Avenue
Lancaster, NY 14086

*TC - FOR COMM
OK FOR RES.
9/28/17 (JC)*

Dear Supervisor Coleman and Honorable Council Members:

I respectfully request a resolution be prepared for the purchase of one new 2018 Freightliner M2-106 Chassis with Brush Haug Grapple Loader. This 2018 Freightliner M2-106 Chassis with Brush Haug Grapple Loader will be purchased per NYS Contract #PC67280, SB/WBE, Group 40500, Award #22904. The NYS vendor is Fleet Maintenance located at 67 Ransier Drive, West Seneca, NY 14224. The cost of this 2018 Freightliner M2-106 Chassis with Brush Haug Grapple Loader is \$163,169.00.

This 2018 Freightliner M2-106 Chassis with Brush Haug Grapple Loader will be paid for out of the Equipment Bond authorized May 15, 2017. If you have any questions or concerns regarding this, please contact me at your convenience.

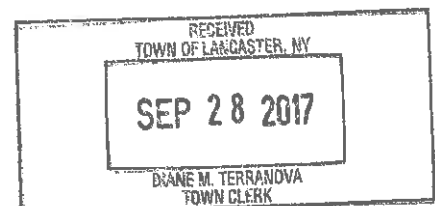
Respectfully submitted,

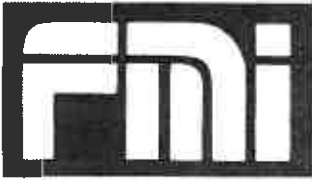
Mark D. Lubera
Mark D. Lubera
Park Crew Chief

MDL:jw

Enc.

Cc: Kevin Loftus, Town Attorney
Dave Brown, Director of Administration of Finance
Dan Amatura, Highway Superintendent





September 7, 2017

REV 9.7.17

Town of Lancaster
Forestry & Recreation Department
525 Pavement Road
Lancaster, NY 14086

Dear Mark Lubera,

I would like to thank you for allowing our dealership the privilege of helping you with your equipment needs. The following is current pricing for 2018 model year Freightliner M2-106 chassis with Brush Haug Grapple Loader and equipment as specified under NYS MWBE Article 15-A File ID # 1909 for qualifying agencies or political subdivisions as set forth under New York State. Included are detailed specifications for your review.

Freightliner M2-106 Chassis with Brush Haug Grapple Loader

Freightliner M2-106 Chassis	*****	\$75,172.00
Brush Haug G-224C Grapple Loader	*****	\$84,361.00
Extended Engine Coverage	5 Years 100,000 Miles	\$550.00
Extended Aftertreatment Coverage	5 Years 100,000 Miles	\$375.00
Extended Chassis Coverage (TC4)	5 Years 100,000 Miles	\$1,595.00
Extended Transmission Coverage	5 Years Unlimited Miles	\$568.00
Apply Dielectric Grease	connections outside cab	\$548.00
	Total Unit Price	\$163,169.00

See Judy Wozniak
PAGE 17
OF FLEET
MAINTENANCE
QUOTE.
JA

Fleet Maintenance, Inc will hold pricing through orders received by 9/15/2017 or model year build out with a requested delivery before 12/31/2017 , this will not include any new raw material surcharges or government mandated requirements.

Sincerely,

Richard Groff

Richard Groff

Approval: Please indicate your acceptance of this quotation by signing below

Customer: _____ Date: _____

Fleet Maintenance, Inc

67 Ransier Drive West Seneca, NY 14224
716-675-9220 toll free 1-800-347-4231 716-675-5710 fax



Group 40500-22904, VEHICLES, Class 3-8

Form B (Class 3-8): Mini-Bid Response (Item 1)

See the "Instructions and Charts" worksheet for general form instructions, Delivery Region chart and Delivery Allowance Schedule. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 6 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 2.0 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Fleet Maintenance, Inc.

Part A: Mini-Bid Information

Q#	Question	Contractor Response
1.0	Mini-Bid Request Number from Form A (Class 3-8): <i>Mini-Bid Request</i> (e.g. T15060001)	Grapple / Brush Haug
1.1	Item Number for this Mini-Bid	Item 1
2.0	What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? (click on yellow cell and use drop-down menu) <i>[Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.]</i>	Complete Vehicle (the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs)
3.0	Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? (click on yellow cell and use drop-down menu)	Built to Specifications
4.0	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? <i>[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]</i>	Yes
5.0	Enter the estimated number of days after receipt of a Purchase Order (After Receipt of Order ("ARO")) that the delivery shall be made.	120-180 Days
6.0	Enter the Final Order Date for the Vehicles offered for the Mini-Bid, "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date. <i>[Note: "Final Order Due Date" shall mean the last calendar date that an Authorized User may issue a Purchase Order to the Contractor for a Chassis, Body or Complete Vehicle, in order to have the Chassis, Body or Complete Vehicle built before Model Year Build-Out Date]</i>	Model Year Build Out

Part B: Vehicle(s) Offered for Mini-Bid

Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored cells below. If the Mini-Bid is for either a Complete Vehicle in which the Chassis and Body are produced by the same manufacturer (e.g. a pickup truck), or a Complete Vehicle that is marketed and sold under one manufacturer brand name, enter all Vehicle Information in the Chassis section (i.e., questions 1.1 through 1.6).

The Contractor and third party business(es) used to satisfy Mini-Bid Requests under the Contract shall be a Dealer for the OEM(s) offered. Upon request by OGS or an Authorized User, the Contractor shall provide proof of that status in a format that is acceptable to the entity that made the request. The Chassis and/or Body OEM(s) that the Contractor is a Dealer of shall be identified in Appendix C: Class 3-8 Vehicles Contract Documents: Number 1: Contractor Information.

A Contractor may submit a Mini-Bid response for a Vehicle OEM that is not set forth in Appendix C: Class 3-8 Vehicles Contract Documents: Number 1: Contractor Information, provided that the Contractor submits a request to add the OEM to the Contract, in the form and format contained in Appendix C: Number 4: Contract Modification Procedure prior to, or upon, tentative award of the Mini-Bid.

Failure to either submit a request to add the OEM to the Contract, or to provide proof of Dealer status if requested by OGS or the Authorized User, shall result in the Mini-Bid response being deemed non-responsive and in the rejection of the Mini-Bid response.

An Authorized User may request verification that the Vehicle(s) offered meet the Authorized User Specifications. The Contractor shall, upon request by the Authorized User, provide a copy of the Build Sheet for each Vehicle offered.

Q#	Question	Contractor Response
1.1	Chassis Model Year	2018

1.2	Chassis Make (e.g., Ford, International, Freightliner)	Freightliner
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	M2-106
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	M2-106
1.5	Chassis provider business name (i.e., Contractor or third-party).	Fleet Maintenance, Inc.
1.6	Chassis Aftermarket Components Provider(s), if applicable <i>[Note: Unless otherwise specified by an Authorized User on Form A (Class 3-8): Mini-Bid Request, Aftermarket Components may be installed by any Aftermarket Component Provider utilized in the Contractor's normal course of business. A Mini-Bid response that includes an Aftermarket Component Provider other than that specified by the authorized user on Form A (Class 3-8): Mini-Bid Request shall be deemed non-responsive and shall be rejected]</i>	Extended Warranty and Dealer Options
2.1	Body Model Year	2017
2.2	Body Make (e.g., Viking, Galion)	Brush Haug
2.3	Body Model (e.g., Proline, 450U)	G-2224C
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	G-2224C
2.5	Body provider business name (i.e., Contractor or third-party).	Guthrie Sales & Service
2.6	Body Aftermarket Components Provider(s), if applicable <i>[Note: Unless otherwise specified by an Authorized User on Form A (Class 3-8): Mini-Bid Request, Aftermarket Components may be installed by any Aftermarket Component Provider utilized in the Contractor's normal course of business. A Mini-Bid response that includes an Aftermarket Component Provider other than that specified by the authorized user on Form A (Class 3-8): Mini-Bid Request shall be deemed non-responsive and shall be rejected]</i>	

Part C: Additional Information

1.0	Additional Mini-Bid Information: If applicable, enter bid deviations or other additional information applicable to this Mini-Bid.

Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored cells below in the "Chassis Price Worksheet," "Body Price Worksheet" and "Delivery Charge Worksheet." An Authorized User may request verification of pricing information. The Contractor shall, upon request by the Authorized User, provide supporting documentation that verifies the pricing entered on the "Vehicle Request Price Worksheets." Complete the pricing worksheets for each type of Vehicle request as follows:

Complete Vehicle (1): If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered, and the "Delivery Charge Worksheet."

Complete Vehicle (2): If the Mini-Bid is for either a Complete Vehicle in which the Chassis and Body are produced by the same OEM (e.g. a pickup truck), or a Complete Vehicle that is marketed and sold under one OEM brand name, enter all Vehicle pricing information in the "Chassis Price Worksheet" and complete the "Delivery Charge Worksheet." A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.

Chassis Only: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" and "Delivery Charge Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Component Price (Body)" field in the "Body Price Worksheet."

Body Only: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" and "Delivery Charge Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Component Price (Chassis)" field in the "Chassis Price Worksheet."

Chassis Price Worksheet

Q#	Definitions and instructions	Price
1.0	Chassis Base MSRP (The total of the MSRP for the Chassis Model offered, including all standard equipment provided with the Chassis, all Options necessary to meet the Authorized User Specifications, and all applicable OEM fees, (e.g., destination charges). The Chassis Base MSRP does not include Aftermarket Components, the Body or the Delivery Charge.)	\$125,113.00

2.0	NYS Chassis Discount (The actual percentage amount by which the Chassis Base MSRP is reduced for NYS Contract purchases). [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055]. Note: The percentage discount shall be either equal to the NYS Minimum Chassis Discount(s) set forth in Appendix C: Class 3-8 Vehicles Contract Documents: Number 1: Contractor Information that is applicable to the Model offered in the Mini-Bid, or a greater discount. A Mini-Bid response that includes a percentage discount that is less than the NYS Minimum Chassis Discount listed in the Contract shall be deemed non-responsive and shall be rejected.	35.00
3.0	NYS Chassis Base Price (The per unit NYS Contract Price for a Chassis, and includes any OEM fees, all customs duties and charges, all Vehicle preparation and clean-up charges, NYS DMV inspection, installation charges, and all other incidentals included with providing the Chassis to the Authorized User. The NYS Chassis Base Price does not include Aftermarket Components or the Delivery Charge). [Automatically calculated: Chassis Base MSRP minus NYS Chassis Discount].	\$81,323.45
4.0	NYS Aftermarket Component Price (Chassis) (The total dollar amount charged to the Authorized User for Aftermarket Components added to a Chassis, inclusive of installation fees at the Contractor's normal, published labor rates, which shall not be more than what is charged to the public at large). [Enter "\$0.00" if there are no Aftermarket Components included in the Chassis (the default entry is "\$0.00")].	\$3,636.00
5.0	NYS Contract Price (Chassis) (The dollar amount charged to the Authorized User for each Chassis, inclusive of Aftermarket Components. The NYS Contract Price (Chassis) does not include the Delivery Charge). [Automatically calculated: NYS Base Price (Chassis) plus the NYS Aftermarket Components Price (Chassis)].	\$84,959.45
6.0	Total number of Chassis (The number of Chassis specified by the Authorized User, and to be provided at the NYS Contract Price (Chassis)). [The quantity entered should match the number of Chassis specified by the Authorized User in the Mini-Bid Request]. Note: The number of Chassis specified by the Authorized User is the estimated quantity of Chassis that the Authorized User shall purchase from the Mini-Bid in the event of an award. The Authorized User reserves the right to partially award a Mini-Bid for a number of Chassis that is less than number of Chassis specified. In the event of an award, the Contractor must supply the actual number of Chassis ordered by the Authorized User at the NYS Contract Price (Chassis).	1
7.0	Total NYS Contract Price (Chassis) [Automatically calculated: the NYS Contract Price (Chassis) multiplied by the Total number of Chassis].	\$84,959.45

Body Price Worksheet

Q#	Definitions and instructions	Price
1.0	NYS Body Base Price (The per unit NYS Contract Price for a Body offered, including all standard equipment provided with the Body, all Options necessary to meet the Authorized User Specifications, and all applicable OEM fees, (e.g., destination charges), all customs duties and charges, all Vehicle preparation and clean-up charges, installation charges, and all other incidentals included with providing the Body to the Authorized User. The NYS Body Base Price does not include Aftermarket Components or the Delivery Charge). [Automatically calculated: Base MSRP (Body) minus NYS Discount (Body)].	\$84,361.00
2.0	NYS Aftermarket Component Price (Body) (The total dollar amount charged to the Authorized User for Aftermarket Components added to a Body, inclusive of installation fees at the Contractor's normal, published labor rates, which shall not be more than what is charged to the public at large.). [Enter "\$0.00" if there are no Aftermarket Components included in the Body (the default entry is "\$0.00")].	\$0.00
3.0	NYS Contract Price (Body) (The dollar amount charged to the Authorized User for each Body, inclusive of Aftermarket Components. The NYS Contract Price (Body) does not include the Delivery Charge). [Automatically calculated: NYS Body Base Price plus the NYS Aftermarket Components Price (Body)].	\$84,361.00
4.0	Total number of Bodies (The number of Bodies specified by the Authorized User, and to be provided at the NYS Contract Price (Body)). [The quantity entered should match the number of Bodies specified by the Authorized User in the Mini-Bid Request]. Note: The number of Bodies specified by the Authorized User is the estimated quantity of Bodies that the Authorized User shall purchase from the Mini-Bid in the event of an award. The Authorized User reserves the right to partially award a Mini-Bid for a number of Bodies that is less than number of Bodies specified. In the event of an award, the Contractor must supply the actual number of Bodies ordered by the Authorized User at the NYS Contract Price (Body).	1
5.0	Total NYS Contract Price (Bodies) [Automatically calculated: the NYS Contract Price (Body) multiplied by the Total number of Bodies].	\$84,361.00

Delivery Charge Worksheet

Q#	Definitions and instructions	Price
1.0	Delivery Charge (the total dollar amount charged to the Authorized User for shipment of the Vehicles from the Delivery Origin to the location(s) designated by the Authorized User on Form A (Class 3-8): <i>Mini-Bid Request</i> , and on the Purchase Order). Note: Delivery Origin shall mean the location from which the Contractor delivers a Vehicle to the Authorized User (i.e., Contractor's place of business or other location specified by the Contractor in the Mini-Bid).	

For each Region that the number of Vehicles requested by the Authorized User are to be delivered to, enter (1) the number of Vehicles delivered to Region, (2) Delivery Origin NYS County, (3) Region delivered to, and (4) Delivery Charge for each Vehicle. Multiple yellow-colored rows of cells have been provided for Mini-Bids that require delivery to more than one Region.

Total Delivery Charge for Region shall be automatically calculated (Number of Vehicles multiplied by Delivery Charge for Each Vehicle). The Total Number of Vehicles and Total Delivery Charge for Vehicles shall also be automatically calculated.

Refer to the Delivery Region Chart on the "Instructions and Charts" worksheet for the applicable Region for a NYS County. Refer to the Delivery Allowance Schedule (DAS) on the "Instructions and Charts" worksheet for the maximum dollar amount that shall be paid for delivery of a Vehicle from the Delivery Origin to the applicable Region delivered to. A Contractor may include a Delivery Charge that is less than the Delivery Allowance in the bid submitted for the Mini-Bid. A bid that includes a Delivery Charge that exceeds the Delivery Allowance shall be rejected.

	# of Vehicles Delivered to Region	Delivery Origin NYS County (Drop-down list)	Region Delivered to (drop-down list):	Delivery Charge for Each Vehicle	Total Delivery Charge for Region:
1.1	1	Erie	1	\$190.00	\$190.00
1.2		No Additional Counties	No Additional Regions		
1.3		No Additional Counties	No Additional Regions		
1.4		No Additional Counties	No Additional Regions		
1.5		No Additional Counties	No Additional Regions		
1.6		No Additional Counties	No Additional Regions		
1.7		No Additional Counties	No Additional Regions		
1.8		No Additional Counties	No Additional Regions		
1.9		No Additional Counties	No Additional Regions		

Total Number of Vehicles (This quantity should match the quantity specified by the Authorized User on the Mini-Bid Request)

**Total Delivery
Charge for Vehicles**

2.0 1

\$190.00

Total Evaluation Price for Item		
Q#	Definitions and Instructions	Price
1.0	Total Evaluation Price for Item (the dollar amount used in this Mini-Bid for evaluation of this Item cost). <i>[Automatically calculated as the sum of the following]:</i> 1) Total NYS Contract Price (Chassis), if applicable; 2) Total NYS Contract Price (Bodies), if applicable; and 3) Total Delivery Charge for Vehicles	\$169,510.45

Group 40500-22904, VEHICLES, Class 3-8

Form B (Class 3-8): Mini-Bid Response (Response Summary)

See the "Instructions and Charts" worksheet for general form instructions, Delivery Region Chart and Delivery Allowance Schedule. Cells below will be black-colored until Question 1.0 and 1.1 are answered. Complete all yellow-colored cells. Failure to enter a response in a yellow-colored cell may result in the Mini-Bid Response being deemed non-responsive and in the disqualification of the Mini-Bid response.

Part A: Mini-Bid and Contractor Information

Q#	Question	Contractor Response
1.0	Mini-Bid Request Number from Form A (Class 3-8): <i>Mini-Bid Request</i> (e.g. 113060001)	Grapple / Brush Haug
1.1	Number of Items included in this Mini-Bid (see Form A (Class 3-8): <i>Mini-Bid Request</i> for number of items, click on yellow cell and use drop-down menu)	1
2.0	Business Information	
2.1	Full Legal Business Name, including DBA if applicable	Fleet Maintenance, Inc.
2.1	State Contract Number (e.g. PC12345)	PC67280
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1607031
2.4	NYS Vendor ID Number (e.g. 1000012345)	1000013888
3.0	Primary Contact Information	
3.1	Contact Name	Richard Goff
3.2	Contact Email	rdg@rmbuffalo.com
3.3	Contact Phone (1)	716-675-9220
3.4	Contact Phone (2)	716-597-7646
4.0	Secondary Contact Information	
4.1	Contact Name	
4.2	Contact Email	
4.3	Contact Phone (1)	
4.4	Contact Phone (2)	

Part B: Mini-Bid Response Summary

Part B: *Mini-Bid Response Summary* shall be automatically populated, based on Contractor input on the "Item" worksheets. Cells in each Item Row will be black-colored until a number of items is indicated in Question 1.1 above. After a number of items is selected, the corresponding Rows will be unhidden. If "Enter Pricing" appears in a Row for an item, that indicates that the pricing for that Vehicle (Chassis, Body, and/or Delivery Charge) on the applicable "Item" worksheet has not been completed by the Contractor. In order to submit a responsive Mini-Bid response, all requested information for all items included in the Mini-Bid should be entered on the applicable "Item" worksheet.

If "Enter Pricing" appears in the "Grand Total Evaluation Price for Mini-Bid" cell (Cell S39), that indicates that all required pricing information has not been entered by the Contractor on the applicable "Item" worksheet. Failure to enter all required pricing information for an item shall deem the Mini-Bid response for that item non-responsive and shall result in the rejection of the Mini-Bid response for the Mini-Bid.

Item	Chassis Model Year	Chassis Make	Chassis Model	Chassis Model Code	Total # of Chassis	NYS Chassis Discount	NYS Contract Price (Chassis)	Total NYS Contract Price (Chassis)	Body Model Year	Body Make	Body Model	Body Model Code	Total # of Bodies	NYS Contract Price (Body)	Total NYS Contract Price (Bodies)	Total Delivery Charge for Vehicles	Total Evaluation Price for Item
Item 1	2018	Freightliner	M2-105	M2-105	1	35.00	\$24,959.45	\$24,959.45	2017	Brush Haug	G-2224C	G-2224C	1	\$94,261.00	\$94,261.00	\$190.00	\$190,510.45
Item 2																	
Item 3																	
Item 4																	
Item 5																	
Item 6																	
Item 7																	

Item 8	<div></div>	
Item 9		
Item 10		
Item 11		
Item 12		
Grand Total Evaluation Price for Mini-Bid (the dollar amount used to evaluate the Mini-Bid):		\$189,510.45

Form Version 12/19/2016

Group 40500-22904, VEHICLES, Class 3-8

Form B (Class 3-8): *Mini-Bid Response* (Instructions and Charts)

General Form Instructions

This form is to be used by a Contractor to respond to a Mini-Bid for Award 22904 (Class 3 through Class 8 Vehicles). If you are responding to a Mini-Bid posted in the Vehicle Marketplace for Award 22898 (GVWR of 10,000 lbs. or less), you must use Form B (Class 1-2): *Mini-Bid Response*, which may be downloaded from <http://vehicles.nyspro.ogs.ny.gov/content/vehicle-dealer-information>.

If you are responding to an RFC, responses should be sent directly to the Authorized User using the contact information posted with the Form A (Class 3-8): *RFC Request* posted on the Vehicle Marketplace website. Do not use this form for the response. Instructions for providing responses may be included in the Authorized User Specifications File. If instruction is not provided, then there is no required format for the response.

A Contractor responding to a Mini-Bid for Award 22904 shall complete Form B (Class 3-8): *Mini-Bid Response*. The Contractor is responsible for reviewing the completed Form B (Class 3-8): *Mini-Bid Response* prior to submittal and ensuring that all necessary fields have been populated correctly. For assistance in completing and submitting this form, please contact the Vehicle Marketplace Team at NYSPro.VehicleMarketPlace@ogs.ny.gov. For questions about the Vehicles requested, please contact the Authorized User identified on Form A (Class 3-8): *Mini-Bid Request*.

Save this blank Excel worksheet to your computer, and then enter the required information on the "Response Summary" worksheet and on the "Item" worksheets for each Item applicable to the Mini-Bid. Complete all yellow-colored cells. Drop-down menus are provided for some questions, and will appear when the yellow-colored cell is selected. Failure to enter a response in a yellow-colored cell may result in the Mini-Bid response being deemed non-responsive and in the disqualification of the Mini-Bid response.

On the "Response Summary" worksheet, complete Part A: *Mini-Bid and Contractor Information*. Part B: *Mini-Bid Response Summary* shall be automatically populated, based on Contractor input on the "Item" worksheets.

Complete an "Item" worksheet for each Item included in the Mini-Bid. The number of Items included in a Mini-Bid, and the specifications for those Items, shall be identified on the applicable Form A (Class 3-8): *Mini-Bid Request* posted in the Vehicle Marketplace for Award 22904. Complete Parts A through D on each "Item" worksheet. Failure to complete an Item worksheet for all of the Items applicable to a Mini-Bid shall result in the Mini-Bid Response being deemed non-responsive and in the disqualification of the Mini-Bid response.

The completed Form B (Class 3-8): *Mini-Bid Response* should use the following naming convention for the file name: 22904-T15020001-PC12345 (i.e., Award#-Mini-Bid#-Contract#). Do not submit completed worksheets in PDF, JPG or any type of file format other than Excel. Pricing submitted using a format other than this spreadsheet shall result in the Mini-Bid Response being deemed non-responsive and in the disqualification of the Mini-Bid response.

Email the completed worksheet to the Vehicle Marketplace Team at NYSPro.VehicleMarketPlace@ogs.ny.gov, using the following naming convention for the email subject name: 22904-T15020001-PC12345 (i.e., Award#-Mini-Bid#-Contract#). Submit a separate email, with only one (1) Mini-Bid response worksheet included as an attachment, for each Mini-Bid response. Do not submit multiple Mini-Bid responses in one email. Do not include notes about the Mini-Bid or other information in the body of the email. A section for notes is included on this form.

For all discount percentages that a Contractor may enter, a Contractor may enter as many decimal places as desired and the formulas included in the Mini-Bid response worksheet shall calculate based on the full number entered. For all dollar amounts that a Contractor may enter, the number shall be automatically rounded to the nearest two (2) decimal places. The number displayed in all cells shall be rounded to no more than two (2) decimal places (e.g., \$6.246 shall be rounded to \$6.25 and \$7.232 shall be rounded to \$7.23).

Delivery Region Chart

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Allegany	Broome	Albany	Clinton	Dutchess	Bronx
Cattaraugus	Cayuga	Columbia	Essex	Orange	Kings
Chautauqua	Chenango	Fulton	Franklin	Putnam	Nassau
Chemung	Cortland	Greene	St. Lawrence	Rockland	New York
Erie	Delaware	Hamilton		Sullivan	Queens
Genesee	Herkimer	Montgomery		Ulster	Richmond

Livingston	Jefferson	Rensselaer		Westchester	Suffolk
Monroe	Lewis	Saratoga			
Niagara	Madison	Schenectady			
Ontario	Oneida	Schoharie			
Orleans	Onondaga	Warren			
Schuyler	Oswego	Washington			
Seneca	Otsego				
Steuben	Tioga				
Wayne	Tompkins				
Wyoming					
Yates					

Delivery Allowance Schedule

The following Delivery Allowance Schedule (DAS) indicates the maximum dollar amount that shall be paid for delivery of a Vehicle from the Delivery Origin to the applicable Region to which the Vehicles are delivered. A Contractor may include a Delivery Charge that is less than the Delivery Allowance in the response to a Mini-Bid. A response to a Mini-Bid that includes a Delivery Charge that exceeds the Delivery Allowance shall be rejected. The Region is determined by the New York State County in which the Delivery Origin is located. If the Delivery Origin is not located within the State of New York, then the Region utilized shall be the Region that is closest in distance to the Delivery Origin.

EXAMPLE: If the Delivery Origin is in Albany County (Region 3), and the delivery location is in Westchester County (Region 5), the Delivery Allowance is \$280. Each Contractor shall only be concerned with their particular region (i.e., if the Delivery Origin is in Region 1, the only row that shall be utilized is the first one).

		Delivery to Region					
Delivery Origin	Region	1	2	3	4	5	6
	1	\$190	\$280	\$460	\$530	\$630	\$825
	2	\$280	\$190	\$280	\$280	\$350	\$630
	3	\$460	\$280	\$190	\$280	\$280	\$630
	4	\$530	\$280	\$280	\$190	\$530	\$805
	5	\$630	\$350	\$280	\$530	\$190	\$315
	6	\$825	\$630	\$630	\$805	\$315	\$190



**Office of
General Services**

**Procurement
Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <http://nyspro.ogs.ny.gov> | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 40500 Vehicles Class 3-8 Classification Code(s): 25 and 46
Award Number	:	<u>22904</u>
Contract Period	:	Various (see Contractor listing)
Bid Opening Date	:	October 8, 2015
Date of Issue	:	February 8, 2016 (Revised September 5, 2017)
Specification Reference	:	As Incorporated In The Contract
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Colleen Glynn-Piscitella Title : Contract Management Specialist 1 Phone : 518-486-3626 E-mail : colleen.glynn@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award includes backdrop Contracts for the acquisition (purchase) of new Class 3 through Class 8 Vehicles, (including Chassis, Bodies, Complete Vehicles, and associated Options and Aftermarket Components), as specified herein. Vehicles that have a GVWR equal to or greater than 10,001 pounds may be provided under the Contracts. Vehicle Acquisition from the backdrop contracts shall be on as as-needed basis by NYS Authorized Users via a competitive Mini-Bid process executed via the NYS Vehicle Marketplace.

PR # 22904

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC67274	Air-Flo Mfg. Co. Inc 365 Upper Oakwood Ave. Elmira Heights, NY 14903	16-0757910 1000007502
PC67275	Beam Mack Sales & Service, Inc. 2674 West Henrietta Rd. Rochester NY 14623	16-0742432 1000007477
PC67600	Beyer Ford LLC 170 Ridgedale Avenue Morristown, NJ 07960	27-5234130 1100042690
PC67276 SB	Cady Brook Enterprises, LLC DBA Mohawk Valley Freightliner 703 Oriskany Blvd., PO Box 201 Yorkville NY 13495	20-0427909 1100021362
PC67421	Carbone Automotive Group 5194 Commercial Drive Yorkville, NY 13495	30-0028210 1100001409
PC67278 SB	Cyncon Equipment Inc. 7494 West Henrietta Rd. Rush, NY, 14543	16-1115791 1000015381
PC67799	Dejana Truck &Utility Equipment Company LLC 490 Pulaski Rd. Kings Park, NY 11754	81-2901915 1100187088
PC67571 SB	DeLacy Ford, Inc. 3061 Transit Road Elma, NY 14059 For Mailing Purposes Address: P.O. Box 437 Elma, NY 14059	16-1158324 1000015467
PC67637 SB	Don Brown Bus Sales Inc. 703 County Highway 107 Johnstown, NY 12095	14-1679304 1000033636
PC67279 SB	Eagle Auto Mall Sales, Inc. DBA Eagle Chevrolet 1330 Old Country Rd. Riverhead, NY, 11901	11-3635407 1000012388
PC67280 WBE, SB	Fleet Maintenance Inc. 67 Ransier Dr. West Seneca, NY, 14224	14-1607031 1000013989
PC67691	Gabrielli Truck Sales LTD 153-20 S. Conduit Avenue Jamaica, NY 11434	11-3082303 1000012070

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC67281	Henderson Products Inc. 1085 South 3rd St., PO Box 40 Manchester, IA, 52057	27-1184835 1000034909
PC67794	Jet Vac Equipment LLC 195 Green Pond Road Rockaway, NJ 07866 Mailing Address: 1590 Dutch Road Dixon, IL 61021	30-0952126 1100183944
PC67282	Joe Basil Chevrolet, Inc 5111 Transit Rd. Depew NY 14043	16-1068991 1100005392
PC67283	Kenworth Northeast Group Inc 100 Commerce Dr. Buffalo, NY, 14218	20-3063929 1100013557
PC67859	Matthews Bus Alliance Inc. DBA Matthews Buses Commercial 4802 West Colonial Dr. Orlando, FL 32808	81-4572887 1100184280
PC67403	Metro Ford Sales, Inc. 3601 State Street Schenectady, NY 12304	14-1619871 1000006901
PC67284	Navistar, Inc 399 Albany Shaker Rd. Loudonville, NY 12211	36-1264810 1000031410
PC67285 SB	Robert Green Auto & Truck Inc. 236 Bridgeville Rd. Monticello, NY 12701 For Mailing Purposes Address: PO Box 8002 Rock Hill, NY 12775	14-1504690 1000013855
PC67356 SB	RR Charlebois, Inc. 158 Quarry Road Plattsburgh, NY 12901	03-0312976 1100162055
PC67638 SB	SBD Holding Co LLC D/B/A Albany Mack Sales 90 Harts Lane Albany, NY 12204	06-1446892 1000005385
PC67286 SB	Shepard Bros., Inc. 20 Eastern Blvd. Canandaigua, NY 14424	16-1147478 1000015441

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC67611 SB	Syracuse Trailer Sales Service Leasing Inc. D/B/A STS Trailer and Truck Equipment 3496 Court Street Syracuse, NY 13206 For Mailing Purposes Address PO Box 414 Depew, NY 14043 .	16-1287635 1000007989
PC67287	Tenco Industries, Inc 5700 South Lima Rd., PO Box 635 Lakeville, NY 14480	45-3446491 1100104080
PC67289 SB	Valley Fab & Equipment Inc. 9776 Trevett Rd. Boston, NY 14025	16-1541913 1000029443
PC67290 WBE	Van Bortel Ford, Inc. 71 Marsh Rd. East Rochester, NY 14445	16-1609363 1000008473
PC67291 SB	W.N.Y. Bus Parts, Inc. DBA Gorman Enterprises 691 Bullis Rd. Elma, NY 14059	16-1171292 1000015495
PC67292 MBE, SB	Webster Ford Inc. DBA Henderson Ford MV1 of Rochester. 810 Ridge Road Webster, NY 14534	22-3842212 1100027851
PC67293	Zenith Sales of Indiana 181 US Highway 50 East, Unit 250E Greendale, IN 47025 Mailing Address: 740 Centre View Blvd. Crestview Hills, KY 14017	46-5033508 1100155523
PC67294 SB	Zwack, Incorporated 15875 NY 22 P. O. Box 100 Stephentown NY, 12168	14-1515947 1100012355

For Contract terms and conditions, Contractor contact information, and information about how to use this contract, please see the Contractor Award Notification page located on the OGS website at: <http://ogs.ny.gov/purchase/spg/awards/4050022904CAN.HTM>

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business.

Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ **Prepared by:** _____

Address: _____ **Title:** _____

_____ **Date:** _____

_____ **Phone:** _____

_____ **E-mail:** _____

Please detach or photocopy this form & return via e-mail to colleen.glynn-piscitella@ogs.ny.gov or mail to:

NYS Office of General Services
Procurement Services
Colleen Glynn-Piscitella, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242

* * * * *



**NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS
ENTERPRISE ("MWBE")
CERTIFICATION**

Empire State Development's Division of Minority and Women's Business
Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Fleet Maintenance, Inc.

Certification Awarded on: May 12, 2016

Expiration Date: May 12, 2019

File ID#: 1909



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development

DISCRETIONARY THRESHOLDS - STATE FINANCE LAW

This chart summarizes discretionary thresholds, Contract Reporter requirements, and the Office of the State Comptroller (OSC) pre-approval requirements.

DISCRETIONARY THRESHOLDS			
Category	State Agencies	OGS	SUNY ₂
General Purchases	Discretion up to \$50,000	Discretion up to \$85,000	Discretion up to \$125,000
Printing Purchases	Discretion up to \$5,000	Discretion up to \$10,000	Discretion up to \$125,000
Purchases from Small, Certified Minority or Women Owned Businesses, or for Recycled or Remanufactured commodities or technology ³	Discretion up to \$200,000	Discretion up to \$200,000	Discretion up to \$200,000
OSC CONTRACT APPROVAL REQUIREMENTS			
General Purchases	Required for contracts valued over \$50,000	Required for contracts valued over \$85,000	Required for contracts valued over \$250,000 (SEE NOTE 2)
CONTRACT REPORTER REQUIREMENTS			
Commodity Bidding Opportunities	Advertisement required for contracts of \$15,000 or more	Procurement Services Group - exempt	Advertisement required for contracts of \$20,000 or more
Services Bidding Opportunities (including technology)	Advertisement required for contracts of \$15,000 or more	Advertisement required for contracts of \$30,000 or more	Advertisement required for contracts of \$20,000 or more
Quarterly Advertisements	Anticipated purchases between \$5,000 to \$15,000	Anticipated purchases between \$5,000 to \$15,000	Anticipated purchases between \$10,000 to \$20,000

NOTES:

1. All discretionary threshold levels pertain to purchases from the open market. Purchases from Preferred Sources, OGS Centralized Contracts and agency contracts, by law, take precedence over discretionary procurement options.
2. The SUNY discretionary threshold is known as "SUNY Flex." The amounts shown above represent the highest discretionary spending and contract approval limits under SUNY Flex. Contract approval limits are \$125,000 for single/sole source purchases, contracts with bid protests, low bid/best value not selected, and award not in accord with RFP/IFB. Contract approval thresholds may be lower (\$50,000/\$75,000) for certain campuses/hospitals with inadequate controls.
3. While New York State small, minority or women owned business purchases, or recycled or remanufactured product purchases have increased discretionary thresholds, the Contract Reporter advertisement and Office of State Comptroller approval requirements have lower limits. State Finance Law §163(6) defines a Small Business (SB) as a business resident in New York State, independently owned and operated, not dominant in its field and employing one hundred or fewer persons. A Minority or Women Owned Business Enterprise (M/WBE) is one certified pursuant to Article 15-A of the Executive Law.
4. Localities and other Authorized Users must follow their own governing laws and guidelines.

Lora Trimingham | Associate Agency Services
Division of Minority and Women Business Development
Empire State Development Corp.
633 Third Avenue
New York, NY 10017
1-212-803-3217- Office
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Prepared for:
Dan Amatura
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Phone: 716-683-3426

Prepared by:
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Fleet Maintenance, Inc.
67 Ransier Drive
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Phone: 716-675-9220

A proposal for
Town of Lancaster

Prepared by
Fleet Maintenance, Inc.
Rick Groff

Sep 07, 2017

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-16M	M2 PRL-16M (EFF:04/25/17)			STD
Data Version				
DRL-015	SPECPRO21 DATA RELEASE VER 015			N/C
Interior Convenience/Driver Retention Package				
055-998	NO INTERIOR CONVENIENCE PACKAGE			STD
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	\$100,916.00
004-218	2018 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-011	CONSTRUCTION SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			N/C
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS			N/C
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs			



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Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-004	END DUMP BODY			N/C
A88-99D	EXPECTED TRUCK BODY LENGTH : 20.0 ft			
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 24.0 in			
AF3-2BA	TRUCK EQUIPMENT SALES			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-21Y	CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750 LB/FT @ 1800 RPM			\$7,436.00
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$109.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY			STD



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290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$230.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM			N/C
016-1DC	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5	\$251.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-022	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES AT 90 DEGREES	20	20	N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-001	FULL FLOW OIL FILTER			STD
266-078	950 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD

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171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4		\$108.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH			STD

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	\$6,711.00
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-013	S1 PREFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED			N/C
84L-010	DISABLE - LOAD BASED SHIFT SCHEDULE, DISABLE - VEHICLE ACCELERATION CONTROL			N/C
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB			\$49.00
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB			\$70.00
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-037	ELECTRONIC CONTROL T-HANDLE SHIFT LEVER, DASH MOUNTED			\$600.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP			\$69.00
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			STD
402-050	MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$270.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$84.00
409-006	FRONT OIL SEALS			N/C
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-050	TRW THP-60 POWER STEERING			STD
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE			\$14.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Front Suspension				
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42		\$57.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180	\$788.00
421-614	6.14 REAR AXLE RATIO			\$84.00
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	\$465.00
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20	\$759.00
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE			N/C
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			N/C
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$131.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
425-002	REAR BRAKE DUST SHIELDS			\$60.00
440-006	REAR OIL SEALS			N/C
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			\$95.00
Rear Suspension				
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		170	(\$899.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
623-005	FORE/AFT CONTROL RODS			N/C
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION			\$125.00
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$63.00
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)			\$3.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE			STD
Wheelbase & Frame				
545-640	6400MM (252 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	390	150	\$1,003.00
552-009	3050MM (120 INCH) REAR FRAME OVERHANG			N/C
55W-011	FRAME OVERHANG RANGE: 111 INCH TO 120 INCH	-70	310	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 186.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 162.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 401.39			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 186.45 in			

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FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 189.09 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 171.62 in			N/C
553-001	SQUARE END OF FRAME			STD
587-003	REAR TOW HOOKS		10	\$49.00
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		\$36.00
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
Fuel Tanks				
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$162.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-004	POLISHED STAINLESS STEEL STEP FINISH			\$294.00
205-001	FUEL TANK CAP(S)			STD
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5		STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1JT	GOODYEAR FUEL MAX RSA 11R22.5 14 PLY RADIAL FRONT TIRES	6		\$162.00
094-1KR	GOODYEAR G282 MSD 11R22.5 16 PLY RADIAL REAR TIRES		92	\$608.00

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510-1JT	GOODYEAR FUEL MAX RSA 11R22.5 14 PLY RADIAL SPARE TIRE		120	\$690.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20		\$123.00
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			\$128.00
Wheels				
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26		\$60.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		52	\$120.00
511-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC SPARE WHEEL		83	\$147.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			\$33.00
Cab Exterior				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			\$121.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			\$31.00
678-001	LH AND RH GRAB HANDLES			STD
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE			\$97.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$49.00
644-004	FIBERGLASS HOOD			STD
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION			\$101.00
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4		\$104.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			N/C
657-1AT	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1007			\$43.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL			N/C
302-001	(5) AMBER MARKER LIGHTS			STD
311-001	DAYTIME RUNNING LIGHTS			\$21.00

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294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS			\$140.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	TINTED WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD
Cab Interior				
707-1AK	OPAL GRAY VINYL INTERIOR			N/C
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			\$15.00
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			\$25.00
772-006	BLACK MATS WITH SINGLE INSULATION			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
860-004	SMART SWITCH EXPANSION MODULE			\$198.00
720-003	5 LB. FIRE EXTINGUISHER	10		\$63.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$27.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD

Prepared for:
 Dan Amatura
 Town of Lancaster
 525 Pavement Road
 Lancaster, NY 14086
 Phone: 716-683-3426

Prepared by:
 Rick Groff
 Fleet Maintenance, Inc.
 67 Ransier Drive
 West Seneca, NY 14224
 Phone: 716-675-9220

Data Code	Description	Weight Front	Weight Rear	Retail Price
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			\$59.00
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			\$15.00
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10		\$24.00
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$212.00
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$264.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
721-001	97 DB BACKUP ALARM		3	\$51.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED			\$85.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-043	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	5		\$57.00
73B-998	NO LANE DEPARTURE WARNING SYSTEM			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			\$76.00
746-114	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		\$274.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2		N/C
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			\$23.00
749-016	CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION			\$38.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-998	NO VEHICLE PERFORMANCE MONITOR	-5		STD
8D1-998	NO DETROIT CONNECT SERVICES SELECTED			STD
8Z1-998	NO ZONAR SERVICES SELECTED			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
329-017	THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT			\$85.00
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
869-998	NO MISCELLANEOUS GAUGES			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-4KZ	CAB COLOR A: L2889EB WOODLAND GREEN ELITE BC			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
98K-998	NO FUEL TANK CABINET PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)			N/C
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C

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TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$125,113.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6621 lbs	4828 lbs	11449 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	6621 lbs	4828 lbs	11449 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-017	2016 OBD/2010 EPA/CARB/GHG17 ESCALATOR	\$300.00
RD1-998	NO DETROIT CONNECT SERVICE SELECTED	STD
P73-2FT	STANDARD DESTINATION CHARGE	\$2,050.00

Extended Warranty

WAI-45C	CUM 2017 B6.7: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES	\$550.00
WAX-090	CUM 2017 B6.7: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES	\$375.00
WBB-344	TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES	\$1,595.00
WAK-138	ALLISON 2500/3000 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX	\$568.00
Currency Exchange Rate		1.0000
Total Extended Warranty (Local Currency)		\$3,088.00

Dealer Installed Options



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Lancaster, NY 14086
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Prepared by:
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Fleet Maintenance, Inc.
67 Ransier Drive
West Seneca, NY 14224
Phone: 716-675-9220

		Weight Front	Weight Rear	Price
9003	APPLY DIELECTRIC GREASE TO ALL WIRE CONNECTIONS OUTSIDE CAB	0	0	\$548.00
1001	BRUSH HAWG GRAPPLE LOADER, MODEL G- 2224C AS SPECIFIED	0	0	\$84,361.00
Total Dealer Installed Options		0 lbs	0 lbs	\$84,909.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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Town of Lancaster
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Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750 LB/FT @
1800 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
26,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE
12,000# DUAL TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
6400MM (252 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME
(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
3050MM (120 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 75,172	\$ 75,172
EXTENDED WARRANTY		\$ 3,088	\$ 3,088
DEALER INSTALLED OPTIONS		\$ 84,909	\$ 84,909
CUSTOMER PRICE BEFORE TAX		\$ 163,169	\$ 163,169

TAXES AND FEES

TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY)	\$ 163,169	\$ 163,169
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



6276 Clinton Street Road; Bergen, NY 14416
 Phone: 585-494-2600
 Fax: 585-494-2662

www.guthrienvy.com

E-mail megr@guthrienvy.com

Name Fleet Maintenance
 Address 67 Ransier Drive
 City, State West Seneca, NY

Contact: Rick Groff

Contact's E-mail



* a division of Guthrie Hell-Aro, Inc.

Quote # 17-805mr

Date: August 3, 2017
 Revised 8/21/17

☐
☒

Sales Order
 Estimate

☐
☒
☐

Equipment Only Will Call
 Equipment Only Delivered
 Labor & Parts Installed

Chassis Avail:

Dealer Supplied

Phone Number:

FAX Number:

Make Year	Freightliner Current	Model WB	M2 210"	Frame Width GVWR	36,000#	Trans CCA	Auto 138"
Cab Over							
Description							Total
Brush Hawk Grapple Loader Specifications: Model G-2224C Grapple Loader Chassis Requirement - 33,000# GVWR minimum 24" Walk Through / Single Barn Door T/G (60" Body Height) 20' Dump Body / Floor to Wall Interior Gussets Heavy Duty 30" Diameter Slewing Ring Bearing 2-Stage Planetary Gear Box and Disc-Valve Motor 20'-8" Overall Reach (3,365# @ 20'8") Hotshift PTO Dual Stand-up Operator Stations w/Direct Linkage Controls 4-Way Adjustable Stabilizers w/Stabilizer Pads & Individual Direct Linkage Controls 48" x 60" Bucket w/Bolt-On Cylinder Covers & Reversible Bolt-on Edges Standard 15 Ton Scissor Hoist upgrade to 23 ton hoist 37 Gallon Hydraulic Tank with 5 Micron Synthetic Drop-In Return Filter LED S/T/T Body Lights - meet Federal lighting standards LED Alternating flashing amber warning lights in rear corner posts of body Installed at factory using Huck Bolt Fasteners Paint Grapple boom & Body							
Options: Town of Lancaster Tool Box Undermount Aluminum Toolbox - 18 x 18 x 48 Camera Rear Vision Camera System Controls Electric-Air over Hydraulic Joystick Controls Lighting Dual Front Bumper Strobe Lights & Strobes on Outriggers Dump Body Fabricated with AR400 steel - Rear Body height to be 60" Accessories Exterior Dirt Sheddars between Side Posts (3) Tool Holders at front curbside body - stainless steel Warranty Boom over height light & alarm Additional year on hydraulic components							
Quote valid for 30 days. The Above Work To Be Done For The Total Sum Of.....							\$ 81,561.00
Sales Tax, Unless Exemption Certificate On File.....							\$ 84,361.00
Federal Excise Tax.....							N/A
Delivery.....							N/A
Deposit Paid..... Date:							INCLUDED
Grand Total Due..... NET INVOICE							\$ 84,361.00



Sales Consultant:
 CUSTOMER NOTE:

Meg Ryan 716-713-3690

Any additional equipment or options added beyond those quoted above will result in additional charges.
 Written confirmation is required for ALL change orders.

YOUR SIGNATURE INDICATES YOUR APPROVAL OF THIS ORDER.

AUTHORIZING SIGNATURE: _____

DATE: _____

Nu-Life Environmental, Inc.

PO Box 1527
Easley, SC 29641

Brush Hawg® Limited Warranty Statement

Effective 04/04/2017

Nu-Life Environmental, Inc. (Nu-Life) warrants to the original purchaser of any new Brush Hawg® grapple loader assembly (unit), that such is free of defects in material and workmanship.

Repair or replacement of major structural components are covered under warranty for thirty six (36) months from the date of Retail Sale by an authorized Brush Hawg® dealer or agent and not to extend beyond forty eight (48) months from the original factory invoice date.

All other components, including hydraulic and electrical, are covered under warranty for twelve (12) months from the date of Retail Sale by an authorized Brush Hawg® dealer or agent and not to extend beyond twenty four (24) months from the original factory invoice date.

Labor charges authorized by Nu-Life's Warranty Department are covered under warranty for a period of twelve (12) months from the date of Retail Sale by an authorized Brush Hawg® dealer or agent and not to extend beyond twenty four (24) months from the original factory invoice date.

The Warranty Registration Card must be returned to Nu-Life within fifteen (15) days from the date of Retail Sale. If the unit is not registered, the warranty start date will revert to the original factory invoice date.

Defective parts must be reported to Nu-Life within thirty (30) days of discovery. A Returned Goods Authorization Number (RGA) must be issued by Nu-Life for the claimed defective part prior to the return of any defective part to be considered for warranty.

Warranty service must be performed by a dealer or service center authorized by Nu-Life and will use only new or remanufactured parts furnished by Nu-Life. Nu-Life will invoice the dealer or authorized service center for the replacement parts and freight. Upon completion of the repair, any defective parts requested for return by Nu-Life for warranty consideration must be returned via prepaid freight with a copy of the Nu-Life RGA number. Upon evaluation of the returned parts by Nu-Life, and once the warranty is approved, a credit will be issued to the appropriate account for the approved warranty costs for parts, labor and/or freight.

The warranty covers only defective material and workmanship. It does not cover depreciation or damage caused by normal wear and tear, accident, mishap, untrained operators or improper or unintended use. The owner has the obligation of performing routine care and maintenance duties as outlined in the Brush Hawg® Owner's Manual. Any damage resulting from owner/operator's failure to perform such duties shall void the coverage of this warranty. The costs of labor and supplies associated with routine maintenance will be paid by the owner.

Nu-Life will ship the replacement part by the most economical, yet expedient means possible. Expedited freight delivery will be at the expense of the owner. Credit for shipping of parts on approved warranty claims is limited to the warranty claims from the first twelve (12) months of operation and is limited to units sold in the Continental United States (48 states).

In no event shall Nu-Life, the dealer or any company affiliated with Nu-Life be liable for any specific, general, consequential or incidental costs or damages that relate to damage of property, person or economic loss. Such costs may include, but are not limited to, loss of time, loss of revenue, loss of use, wages, salaries, commissions, lodging, meals, towing, travel, mileage, hydraulic oil or any other incidental costs.

This warranty does not cover any part of the truck chassis/cab on which the unit is installed, including any options furnished by the chassis/cab supplier.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE ARE NO WARRANTIES MADE BY THE MANUFACTURER OR ITS AGENTS, REPRESENTATIVES OR DEALERS, EITHER EXPRESSED, IMPLIED OR IMPLIED BY LAW EXCEPT THOSE EXPRESSLY STATED ABOVE IN THIS STANDARD LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP. THE MANUFACTURER AND ITS AGENTS, REPRESENTATIVES AND DEALERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Nu-Life Environmental, Inc. (Brush Hawg®) offers the following extended warranty proposal for the Brush Hawg® Lever Control C Model Grapple Loader.

The following items will carry an additional warranty (material only, no labor) for a specified time frame added to the standard 12 month warranty for the following components:

- Cylinders
- Hydraulic Valve
- Hydraulic Pump
- Hydraulic Swing Drive Motor
- Planetary Gear Box
- Geared Slewing Ring Bearing
- Bucket Rotator

The above items are purchased items. Evaluation of failed components may be done by the component manufacturer. Component failure deemed to be caused by lack of maintenance and/or abuse will not be covered. If a problem occurs with a subcomponent of the above (counter balance valve on cylinder, relief cartridge on main valve, crossport relief valve on hydraulic swing motor, etc.), then only the subcomponent will be replaced under warranty. Freight is not covered under this extended warranty.

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Town of Lancaster

OFFICE OF THE SUPERVISOR

21 Central Avenue
Lancaster, New York 14086
(716) 683-1610
Fax: (716) 683-0512

JOHANNA M. COLEMAN
Supervisor

To: Diane Terranova, Town Clerk
From: Johanna M. Coleman, Supervisor and Budget Officer
Date: September 28, 2017
Re: Filing of 2018 Budget Officer's Tentative Budget

A handwritten signature in black ink, appearing to read 'JMC', located to the right of the 'From' and 'Date' lines.

I am transmitting herewith the 2018 Budget Officer's Tentative Budget for filing in your office. Please note that I have provided you with an extra copy of the Tentative Budget which is unbound for the purpose of lending to interested members of the public.

Also, I will transmit the budget document in pdf form via email to you and the Town Board members tomorrow.

Enclosures

